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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

15 CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, a California)
16 corporation,)

17 Plaintiff,)

18 vs.)

19 GERALD ARMSTRONG; DOE 1 through)
DOE 10, inclusive,)

20 Defendants.)

21 _____)
22 GERALD ARMSTRONG,)

23 Cross-Complainant,)

24 vs.)

25 CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, a California)
26 corporation; L. RON HUBBARD;
and DOES 1 through 100,)
inclusive,)

27 Cross-Defendants.)
28 _____)

ORIGINAL FILED

OCT 03 1991

COUNTY CLERK

CASE NO. C 420 153

NOTICE OF MOTION AND MOTION
TO ENFORCE SETTLEMENT
AGREEMENT; FOR LIQUIDATED
DAMAGES AND TO ENJOIN
FUTURE VIOLATIONS

[FILED UNDER SEAL]

Date: October 25, 1991
Time: 9:00 a.m.
Dept: 56

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on October 25, 1991, at 9:00
3 a.m., in Department 56 of the above-entitled Court, the
4 Plaintiff/Cross-Defendant CHURCH OF SCIENTOLOGY OF CALIFORNIA
5 and Cross-Defendants RELIGIOUS TECHNOLOGY CENTER and CHURCH OF
6 SCIENTOLOGY INTERNATIONAL will and hereby do move this Court for
7 an order enforcing the Settlement Agreement entered into between
8 the parties in this case in December, 1986, pursuant to which
9 judgment was entered herein (the "Agreement") as follows:

10 (1) Preliminarily and permanently enjoining
11 Cross-complainant Gerald Armstrong from engaging in further
12 activities which violate the terms of the settlement agreement,
13 including, but not limited to:

14 (a) Disseminating the confidences of defendants
15 or information concerning their experiences with
16 defendants outside of the papers or proceedings of
17 this lawsuit;

18 (b) Voluntarily assisting, aiding or
19 cooperating with any person engaged in litigation
20 adversely to defendants herein; and

21 (c) Voluntarily testifying or otherwise
22 participating in any judicial, administrative or
23 legislative proceeding adverse to defendants, unless
24 compelled to do so by lawful subpoena or other
25 lawful process;

26 (2) Awarding cross-defendants damages in the amount of One
27 Hundred Thousand (100,000) dollars as liquidated damages for
28 breaches of the Agreement;

1 (3) Awarding cross-defendants attorneys fees and costs in
2 connection with the making of this motion; and

3 (4) Such other and further relief as the Court deems
4 necessary and appropriate.

5 This Motion is based upon the irreparable injury to
6 defendants arising out of Armstrong's multiple and continuing
7 breaches of the Agreement.

8 This Motion is also based upon the complete files and
9 records of this case, the separately filed Memorandum of Points
10 and Authorities, and any evidence which may be provided at oral
11 argument or at an evidentiary hearing of such matters.

12 Dated: October 3, 1991

Respectfully submitted,

13
14 
15 WILLIAM T. DRESCHER

16 Attorney for Cross-Defendant
RELIGIOUS TECHNOLOGY CENTER

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19 Attorneys for Plaintiff and
20 Cross-Defendant CHURCH OF
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24 Cross-Defendant CHURCH OF
25 SCIENTOLOGY OF CALIFORNIA and
26 Cross-Defendant CHURCH OF
27 SCIENTOLOGY INTERNATIONAL
28

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 In December, 1986, Cross-Defendant Church of Scientology
4 International ("CSI") entered into a settlement agreement with
5 cross-complainant Gerald Armstrong ("Armstrong"). The
6 settlement agreement [Exhibit A hereto, the "Agreement"]
7 provided for a mutual release and waiver of all claims contained
8 in Armstrong's cross-complaint [Agreement, para. 1], including
9 claims against a list of third-party beneficiaries, including
10 cross-defendant Religious Technology Center ("RTC") and
11 plaintiff and cross-defendant Church of Scientology of
12 California ("CSC") (collectively, with CSI, "Church Parties").
13 The Agreement was part of the settlement of a series of cases
14 brought by attorney Michael Flynn on behalf of multiple
15 plaintiffs and/or cross-complainants, and represented a
16 substantial effort on the part of the Church Parties to end
17 litigation across the United States.

18 In order to ensure that the litigation was ended, and that
19 the settlements did not result in continual efforts by Armstrong
20 and others to provoke an unending series of claims against the
21 Church Parties and others, the Agreement included multiple
22 clauses designed to ensure that new actions were not spawned or
23 encouraged by the conclusion of the old one. These clauses
24 included provisions that Armstrong would not: (1) assist or
25 advise anyone else engaged in litigation adverse to the
26 interests of the Church Parties; (2) testify or otherwise
27 participate in any other judicial proceeding adverse to the
28 Church Parties unless compelled to do so by lawful subpoena; (3)

1 disclose documents at issue in the case; or (4) disclose to
2 anyone the terms of the Agreement itself. Armstrong also agreed
3 that damages for violations of the nondisclosure provisions
4 would be a liquidated amount of \$50,000 per disclosure.
5 Further, the parties agreed to entry of judgment by the Court
6 pursuant to the terms of the Agreement, and agreed that this
7 Court would retain continuing jurisdiction to enforce the terms
8 of the Agreement.

9 Armstrong has recently embarked on a blatant course
10 of deliberate violation of these key terms of his agreement. He
11 has provided aid to adverse litigants Vicki Aznaran, Richard
12 Aznaran and Joseph Yanny, providing them with paralegal
13 services, unsubpoenaed testimony in the form of declarations,
14 and even the provision of a copy of the settlement agreement,
15 and a copy of a document from the files of this case as
16 attachments for declarations which were then filed in their
17 cases for use against the Church Parties. Further, the extent
18 of Armstrong's violations and their continuing nature make it
19 plain that nothing short of an order of this Court is likely to
20 stop Armstrong from continuing to foment discord and litigation
21 by others against the Church Parties, in direct violation of his
22 Agreement. The Church Parties therefore request that this Court
23 enter an Order: (1) enjoining Armstrong from any further
24 violations of any of the provisions of the Agreement; and (2)
25 awarding the Church Parties damages in the amount of One Hundred
26 Thousand (100,000) Dollars, as liquidated damages for each of
27 the breaches of the disclosure provisions documented below.
28

II.

PROCEDURAL HISTORY

This litigation was settled in December, 1986 through a 16 page settlement agreement, containing numerous provisions which were designed to protect the post-settlement rights and interests of the parties, and of the third-party beneficiaries to the Agreement.^{1/} Mr. Armstrong received a portion of a total settlement paid to his attorney, Michael Flynn, in block settlement concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. The exact amount of the portion of the settlement which Mr. Armstrong received was maintained as confidential between Mr. Flynn and Mr. Armstrong.

1. The signatories to the Agreement were Gerald Armstrong and the Church of Scientology International, by its president, Heber Jentszsch. [Ex. A at 16]. Mr. Armstrong's signature was witnessed by Jo Ann Richardson and Michael Sutter, and the Agreement was signed with approval as to form and content by Mr. Armstrong's attorney, Michael Flynn. [Id.] The third-party beneficiaries to the Agreement were named in paragraph 1 of the Agreement as follows:

"[T]he officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard. . . . "

1 As part of the block settlement of all of the Flynn cases,
2 the Church parties sought to obtain peace, and an end to an era
3 of nationwide litigation. In consequence, the Church parties
4 bargained for and obtained agreements from Mr. Armstrong to
5 provisions designed to ensure that his outspoken enmity for the
6 Church parties would not revive once his settlement proceeds had
7 all been spent. Specifically, Mr. Armstrong, with and upon the
8 advice of his counsel, agreed to the following provisions in the
9 Agreement:

10 [Armstrong] agrees not to testify or otherwise
11 participate in any other judicial, administrative or
12 legislative proceeding adverse to Scientology or any
13 of the Scientology churches, individuals or entities
14 listed in Paragraph 1 above unless compelled to do
15 so by lawful subpoena or other process. [Armstrong]
16 shall not make himself amenable to service of any
17 such subpoena in a manner which invalidates the
18 intent of this provision. Unless required to do so
19 by such subpoena, [Armstrong] agrees not to discuss
20 this litigation or his experiences with and
21 knowledge of the Church with anyone other than
22 members of his immediate family. As provided
23 hereinafter in Paragraph 18(d), the contents of this
24 Agreement may not be disclosed.

25 Exhibit A, Paragraph 7(H).

26 [Armstrong] agrees that he will not voluntarily
27 assist or cooperate with any person adverse to
28 Scientology in any proceeding against any of the
[Church Parties]. . . .

Exhibit A, Paragraph 7(G).

[Armstrong] agrees that he will not assist or
advise anyone, including individuals, partnerships,
associations, corporations or governmental agencies
contemplating any claim or engaged in litigation or
involved in or contemplating any activity adverse to
the interests of [the Church Parties].

Exhibit A, Paragraph 10.

[Armstrong] agrees that he will maintain strict
confidentiality and silence with respect to his

1 experiences with the Church of Scientology and any
2 knowledge or information he may have concerning the
3 Church of Scientology, L. Ron Hubbard, or any of
4 the organizations, individuals and entities listed
5 in Paragraph 1 above. [Armstrong] expressly
6 understands that the non-disclosure provisions of
7 this subparagraph shall apply, inter alia, but not
8 be limited, to the contents or substance of his
9 complaint on file in [this action] or any documents
10 as defined in Appendix "A" to this Agreement
11 [Armstrong] agrees that if the terms of this
12 paragraph are breached by him, that CSI and the
13 other [Church Parties] would be entitled to
14 liquidated damages in the amount of \$50,000 for each
15 such breach. All monies received to induce or in
16 payment for a breach of this Agreement, or any part
17 thereof, shall be held in a constructive trust
18 pending the outcome of any litigation over said
19 breach. The amount of liquidated damages herein is
20 an estimate of the damages that each party would
21 suffer in the event this Agreement is breached. The
22 reasonableness of the amount of such damages are
23 hereto acknowledged by [Armstrong].

24 Exhibit A, Paragraph 7(D).

25 The parties hereto and their respective
26 attorneys each agree not to disclose the contents of
27 this executed Agreement. Nothing herein shall be
28 construed to prevent any party hereto or his
29 respective attorney from stating that this civil
30 action has been settled in its entirety.

31 Exhibit A, Paragraph 18(D)

32 In addition to all of these substantive provisions, the
33 parties agreed that this Court would retain jurisdiction over
34 the matter for enforcement purposes as follows:

35 Notwithstanding the dismissal of the lawsuit
36 pursuant to Paragraph 4 of this Agreement, the
37 parties hereto agree that the Los Angeles Superior
38 Court shall retain jurisdiction to enforce the terms
39 of this Agreement. The Agreement may be enforced by
40 any legal or equitable remedy, including but not
41 limited to injunctive relief or declaratory judgment
42 where appropriate. In the event any party to this
43 Agreement institutes any action to preserve, to
44 protect or to enforce any right or benefit created
45 hereunder, the prevailing party in any such action
46 shall be entitled to the costs of suit and
47 reasonable attorney's fees.

48 Exhibit A, Paragraph 20.

1 As demonstrated below, Armstrong has, beginning in June,
2 1991 and continuing until the present, violated each of the
3 provisions of the Agreement listed above. Because his conduct
4 demonstrates not an isolated incident, but a self-confessed
5 desire to repeat this misconduct over and over, the Church
6 Parties seek injunctive relief as well as the liquidated damages
7 to which they are entitled.

8 III.

9 ARMSTRONG HAS VIOLATED THE SETTLEMENT AGREEMENT

10 A. Armstrong Violated the Agreement By Providing Aid to
11 Anti-Church Litigants Vicki and Richard Aznaran Through
His Employment By Joseph A. Yanny as a Paralegal

12 Vicki and Richard Aznaran ("the Aznarans") are former
13 Church members currently engaged in litigation against, inter
14 alia, RTC and CSI, in the case of Vicki J. Aznaran, et al.
15 v. Church of Scientology of California, et al., United States
16 District Court for the Central District of California, Case No.
17 CV 88-1786 JMI (Ex). In June, 1991, the Aznarans discharged
18 their attorney, Ford Greene, and retained attorney Joseph A.
19 Yanny to represent them. [Exs. B, C, D, E, Substitutions of
20 Attorney.]^{2/}

21 During his time as the Aznarans' counsel, Yanny hired
22 Gerald Armstrong, in Yanny's own words, "as a paralegal to help
23 [Yanny] on the Aznaran case." [Ex. F, Transcript of
24 Proceedings in Religious Technology Center et al. v. Joseph
25 A. Yanny, et al., LASC No. BC 033035 ("RTC v. Yanny"), p.

26 2. Yanny is former counsel for Church Parties, and his
27 substitution into the case was later vacated by the Court sua
28 sponte, the Court noting that Yanny's retention as the
Aznarans' counsel was "highly prejudicial" to CSI and RTC. [Ex.
Q, Order of July 24, 1991.]

1 25]. In a holographic declaration supplied by Armstrong to
2 Yanny, Armstrong admitted that Yanny called him on July 10,
3 1991, and asked for Armstrong's help in Yanny's proposed
4 representation of the Aznarans [Ex. G, Declaration of Gerald
5 Armstrong of July 19, 1991, para. 2]; that Armstrong agreed to
6 help Yanny with the Aznaran case, and that he would travel to
7 Los Angeles for that express purpose on July 12, 1991 [Id.,
8 para. 3]; and that Armstrong asked Yanny to pay him \$500 for
9 his services. [Id., para. 3.] Armstrong admits that he did
10 travel to Los Angeles, did stay with Yanny on July 15 and 16,
11 and wrote a declaration for Yanny and the Aznarans. [Id.,
12 para. 4.] In a declaration dated July 31, 1991, as well as in
13 open Court, Yanny admitted that he has hired Armstrong to act
14 for him as a paralegal, in litigation against CSI and RTC. [Ex.
15 H, Declaration of Joseph A. Yanny, July 31, 1991, para. 4,
16 and Ex. F, supra.]

17 Armstrong's acceptance of this employment from Yanny to
18 work on the Aznarans' litigation is a direct violation of
19 Paragraphs 10 and 7(G) of the Agreement, see pages 4-5, supra.
20 These paragraphs prohibit Armstrong from providing aid or advice
21 to anyone engaged in or contemplating litigation which is
22 adverse to the Church Parties. [Ex. A, paras. 7(g), 10.] The
23 Aznarans are directly engaged in litigation with RTC and CSI,
24 and Armstrong has provided aid to them by acting as Yanny's
25 paralegal on their case. There could not be a clearer example
26 of conduct which violates the letter and the intent of the
27 Agreement. The only explanation, justification or excuse which
28 Armstrong has offered for this conduct is that, "It is not only

1 the right of all men to respond to requests for help, it is our
2 essence. If I was induced, therefore, to help Mr. Yanny, or
3 anyone else, it was our Creator who induced me." [Ex. G, para.
4 6.] However, Armstrong has no "right," God-given or otherwise,
5 to provide aid to those whom he has expressly promised not to
6 aid pursuant to a valid contractual agreement.

7 B. Armstrong Also Violated the Agreement By Aiding
8 Yanny in Litigation Against the Church Parties.

9 After Yanny entered his appearance in the Aznarans' case,
10 and indicated to Church counsel that he represented Gerald
11 Armstrong as well, the Church Parties brought suit against Yanny
12 in Los Angeles Superior Court, in the case of RTC v. Yanny,
13 supra. In that action, the Church Parties sought and obtained
14 a Temporary Restraining Order and a Preliminary Injunction
15 against Yanny [Ex. I, Ex. J], which prohibit Yanny from
16 aiding, advising or representing, directly or indirectly, the
17 Aznarans or Armstrong, on any matters relating to the Church
18 Parties.

19 At the hearings before the Court on the TRO and on the
20 injunction, Yanny filed two declarations prepared and
21 executed by Gerald Armstrong on July 16, 1991. [Exs. K and
22 L.] Armstrong also asserts knowledge concerning settlements,
23 including his own which he purportedly gleaned by working as a
24 paralegal for yet another law firm, Flynn, Joyce and Sheridan
25 [Ex. K, para. 2-5]. The declarations were offered by Yanny
26 as part of Yanny's defense, which was ultimately rejected by the
27 Court when it issued its injunction. [Ex. F at 31-34.]

28 Just as in the Aznarans' case, this aid provided by

1 Armstrong to Yanny, a litigant against the Church parties, was a
2 direct violation of paragraphs 10 and 7(G) of the Agreement.
3 Moreover, Armstrong attached as an exhibit to one of the
4 declarations, Ex. K, a copy of the Agreement, the terms of
5 which he had agreed to keep confidential. [Ex. A, para.
6 18(d).] This disclosure of the terms of the Agreement is
7 a violation of the non-disclosure agreement, requiring that
8 Armstrong be assessed \$50,000 as liquidated damages. [Ex. A,
9 para. 7(H).]

10
11 C. Armstrong Violated the Agreement By Helping
12 Ford Greene With the Aznaran Case

13 1. Armstrong is Providing Paralegal Services to Greene

14 Contrary to the persona of a "fearful" litigant Armstrong
15 attempts to create in his litigation, Armstrong is brazenly and
16 openly assisting adverse litigants and bragging about it to the
17 Church Parties' counsel and staff. After Yanny's substitution
18 into the Aznarans' case was summarily vacated, Ford Greene was
19 reinstated as the Aznarans' counsel of record. In a letter to
20 the Church Parties' counsel dated August 21, 1991, Armstrong
21 admitted that he had been working at Greene's office with Greene
22 on the Aznarans' case, helping him to prepare responses to
23 summary judgment motions filed in that case. [Ex. M, p. 2.]
24 Both Armstrong and Greene have freely admitted in sworn
25 declarations that Greene is presently employing Armstrong as
26 a paralegal in the Armstrong case. Armstrong himself
27 describes these activities as follows:
28

1 My help to Ford Greene in all of the papers
2 recently filed has been in proofreading,
3 copying, collating, hole-punching, stapling,
4 stamping, packaging, labeling, air freighting and
5 mailing. Mr. Greene and I have had several
6 conversations during this period, some of which
7 certainly concerned the litigation.

8 [Ex. N, Declaration of Gerald Armstrong (minus exhibits) at
9 para. 18]. See also, Ex. O, Declaration of Ford Greene, para.
10 7.

11 This conduct, like Armstrong's aid to Yanny in the
12 Aznaran case, is a continuing violation of paragraphs 10 and
13 7(G) of the Agreement. Again, the conduct is repeated and
14 aggravated, and shows no sign of abating absent Court order.
15 Armstrong can, and must, be enjoined from continuing to provide
16 aid to the Aznarans, via Ford Greene's office, or in any other
17 capacity.

18 2. Armstrong Has Provided a Declaration to the Aznarans,
19 Which They Have Filed in Federal Court,
20 Which Violates the Non-Disclosure Provisions
21 of the Agreement

22 In addition to the paralegal services Armstrong claims he
23 provided to the Aznarans, Armstrong also provided the Aznarans
24 with a declaration, dated August 26, 1991, and filed in that
25 case. [Ex. P] In that declaration, Armstrong describes some
26 of his experiences with and concerning the Church Parties, in
27 direct violation of paragraphs 7(H), 7(G) and 10 of the
28 Agreement, and purports to authenticate copies of documents
whose contents he agreed, in paragraph 10 of the Agreement,
never to reveal. [Id., Exhibits 1 and 2].

In Paragraph 7(H) of the Agreement, Armstrong expressly
agreed that, in the event that he did exactly what he has done --

1 revealed to third parties his experiences and documents -- that
2 he would pay to the Church Parties \$50,000 for each such
3 violation as liquidated damaged. The provision provides, in
4 relevant part,

5 [Armstrong] agrees that he will maintain strict
6 confidentiality and silence with respect to his
7 experiences with the Church of Scientology and any
8 knowledge or information he may have concerning the
9 Church of Scientology, L. Ron Hubbard, or any of
10 the organizations, individuals and entities listed
11 in Paragraph 1 above. [Armstrong] expressly
12 understands that the non-disclosure provisions of
13 this subparagraph shall apply, inter alia, but not
14 be limited, to the contents or substance of his
15 complaint on file in [this action] or any documents
16 as defined in Appendix "A" to this Agreement
17 [Armstrong] agrees that if the terms of this
18 paragraph are breached by him, that CSI and the
19 other [Church Parties] would be entitled to
20 liquidated damages in the amount of \$50,000 for each
21 such breach.

22 Exhibit P establishes unequivocally that Armstrong has
23 breached this paragraph of the Agreement in the manner
24 described. He must be ordered to pay to the Church Parties
25 \$50,000 in liquidated damages for this breach.

26 IV

27 THE CHURCH PARTIES ARE ENTITLED TO THE RELIEF REQUESTED

28 When the parties have agreed upon the material terms of a
settlement, "the agreement must be enforced by the Court."
Greyhound Lines, Inc. v. Superior Court (1980) 98 Cal.App.3d
604, 608, 159 Cal.Rptr. 657, 660; see also, C.C.P. §
664.6. Here, the settlement of this case was entered by this
Court as a final judgment. [Ex. Q.] Not only did the
parties agree that this Court would retain jurisdiction to
enforce the terms of the settlement agreement [Ex. A, para.
20], but this Court has the inherent power as well to compel

1 obedience to its judgments and oversee and enforce execution of
2 its decrees. C.C.P. § 128(4); Brown v. Brown (1971) 22
3 Cal.App.3d 82, 84, 99 Cal.Rptr. 311, 312.

4 Armstrong received from CSI the full benefit of his
5 bargain, and acknowledges, in the Agreement, receipt of payment
6 in full by CSI. [Ex. A, para. 3, page 4.] His current series
7 of violations of the Agreement are intentional, willful, and
8 made with full knowledge that they are violations of that
9 Agreement. The Church Parties are entitled to receive the
10 benefit of their bargain, and obtain from this Court full
11 enforcement of the settlement provisions.

12 This is not the first instance in which the Church Parties
13 have had to resort to legal action in which to obtain the
14 benefits of a settlement agreement reached with a former
15 anti-Church litigant. In two recent actions, the Eleventh
16 Circuit Court of Appeals upheld the Church Parties' efforts to
17 enforce similar settlements.

18 First, in Wakefield v. Church of Scientology of
19 California (11th Cir. 1991) __ F.2d __ (Slip. Op., Exhibit
20 R hereto), CSC sought successfully to enforce a settlement
21 agreement containing terms substantially similar to those which
22 Armstrong has violated here. In Wakefield, as here:

23 The district court approved the settlement
24 agreement, sealed the court files, and dismissed the
25 case with prejudice. The dismissal order
26 specifically gave the court jurisdiction to enforce
the settlement terms. Nonetheless, Wakefield
publicly violated the settlement agreement's
confidentiality provisions.

27 Ex. R at 4626.

28 CSC moved to enforce the provisions of the settlement

1 agreement, and the district court ordered hearings before the
2 magistrate judge. Id. The magistrate judge concluded that
3 Wakefield had violated the agreement. The district court
4 adopted that magistrate judge's findings, and issued a
5 preliminary and permanent injunction prohibiting Wakefield from
6 violating her agreement. Id. When Wakefield violated the
7 injunction, again making media appearances, CSC sought an order
8 to show cause why Wakefield should not be held in contempt. At
9 an in camera proceeding, the magistrate judge found that
10 Wakefield had willfully violated the injunction, and recommended
11 that the case be referred to the United States Attorney's office
12 for criminal contempt proceedings. Id., at 4628. The
13 district court has not yet issued a final order on the contempt
14 proceedings.

15 Although the district court's issuance of the injunction in
16 Wakefield was not at issue in the Eleventh Circuit proceedings
17 (which were an unsuccessful challenge by several newspapers to
18 gain access to the closed proceedings), the Eleventh Circuit
19 described in its opinion, "Wakefield's constant disregard and
20 misuse of the judicial process," suggesting approval of the
21 district court's actions. Id. at 4630.

22 Similarly, in McLean v. Church of Scientology of
23 California, __ F.2d __ No. 89-3505 (11th Cir. 1991)
24 (Exhibit S), plaintiff McLean also entered into a settlement
25 agreement containing confidentiality provisions requiring her
26 to return documents to defendant Church and prohibiting her
27 from discussing the litigation with anyone outside her
28 immediate family. Id. at 2. By her own testimony plaintiff

1 admitted to reacquiring certain documents and using them to
2 "counsel" Church members. She further admitted to discussing
3 certain aspects of the suit with people outside her immediate
4 family. Id. at 3. As a result, the appellate court affirmed
5 the district court order permanently enjoining McLean from
6 disclosing any information about her lawsuit and the resulting
7 Settlement Agreement entered into between the parties. Id. at 6.

8 Just as the district courts in Wakefield and McLean
9 found it necessary to issue an injunction to enforce the
10 agreement of the parties reached in that case, so must the
11 Court herein enjoin Armstrong from further breaches.

12 Armstrong's conduct is blatant and obviously willful; he has
13 improperly helped lawyer after lawyer, and filed declaration
14 after declaration which contain improper disclosures. Further,
15 because Armstrong agreed to pay liquidated damages for his
16 breaches, he must be ordered to pay the damages now owing to
17 the Church Parties in the amount of \$100,000.

18 V.

19 CONCLUSION

20 This case was settled in 1986, and crossclaimant Armstrong
21 agreed at that time to settlement provisions which were designed
22 and intended to protect the Church Parties from conduct on the
23 part of Armstrong designed to induce, foster and encourage other
24 litigation against the Church Parties. The Church Parties
25 sought peace; that is what they bargained for, that is what they
26 paid a settlement for, and that is what Armstrong agreed to
27 provide. Now, however, almost five years later, Armstrong has
28 embarked on a series of activities in deliberate breach of his

1 Agreement; activities which are intentional, willful and fully
2 intended to cause as much harm and dissension in on-going
3 litigation as possible.

4 This Court has continuing jurisdiction to enforce the terms
5 of the Agreement, and it must act now, before the rights of the
6 Church Parties have been completely destroyed by Armstrong's
7 improper conduct. Armstrong must be enjoined immediately from
8 committing any further breaches of the settlement agreement, and
9 he must be ordered to pay \$100,000 in liquidated damages to the
10 Church Parties forthwith.

11 Dated: October 3, 1991

Respectfully submitted,

12
13 
14 WILLIAM T. DRESCHER

15 Attorney for Cross-Defendant
RELIGIOUS TECHNOLOGY CENTER

16 Eric M. Lieberman
17 RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.

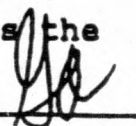
18 Attorneys for Plaintiff and
19 Cross-Defendant CHURCH OF
SCIENTOLOGY OF CALIFORNIA

20 Kendrick L. Moxon
21 Laurie J. Bartilson
BOWLES & MOXON

22 Attorneys for Plaintiff/
23 Cross-Defendant CHURCH OF
SCIENTOLOGY OF CALIFORNIA and
24 Cross-Defendant CHURCH OF
SCIENTOLOGY INTERNATIONAL

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the



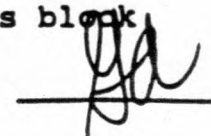
EV 1

A.


"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

A handwritten signature in dark ink, appearing to be 'JA', is written over a horizontal line at the bottom right of the page.

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.



Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

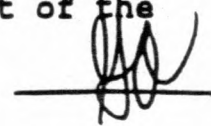
settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the



settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

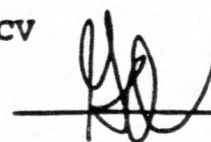
E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV



85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

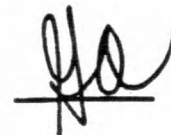
H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.



L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

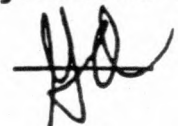
11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and



all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

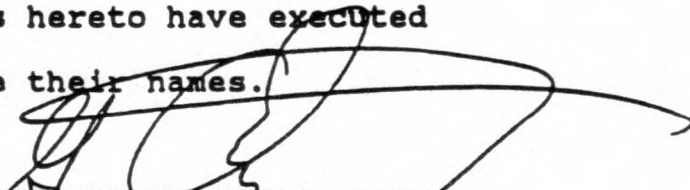
20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

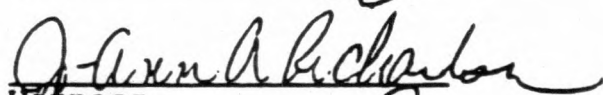
jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.


21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1985

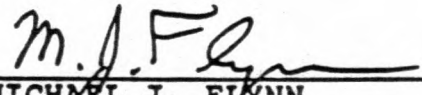

GERALD ARMSTRONG


Witness

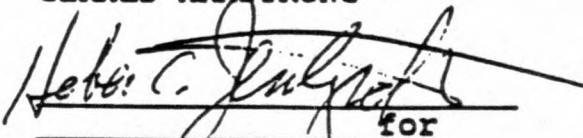

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:


MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986


for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

EX. B

FORD GREENE
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

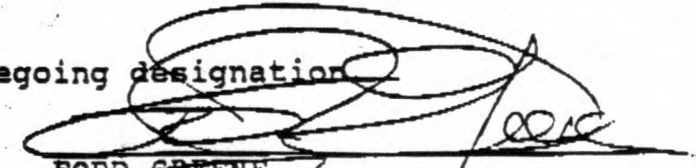
Attorney for Plaintiffs
VICKI J. AZNARAN and RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT, STATE OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N. AZNARAN,	*	CASE NO. CV88-1786-WDK
	*	
	*	
Plaintiffs,	*	SUBSTITUTION OF ATTORNEY
	*	
VS.	*	
	*	
CHURCH OF SCIENTOLOGY OF CALIFORNIA, INC.; CHURCH OF SPIRITUAL TECHNOLOGY, INC.; SCIENTOLOGY MISSIONS INTERNATIONAL, INC.; RELIGIOUS TECHNOLOGY CENTER, INC.; AUTHOR SERVICES, INC.; CHURCH OF SCIENTOLOGY INTERNATIONAL, INC.; CHURCH OF SCIENTOLOGY OF LOS ANGELES, INC.; MISSION OFFICE WORLDWIDE; AUTHOR FAMILY TRUST; THE ESTATE OF L. RON HUBBARD; DAVID MISCAVIGE; and NORMAN STARKEY	*	
	*	
Defendants.	*	

I, RICHARD N. AZNARAN, hereby substitute, in PRO PER, 703 McKinney Avenue, Suite 309, Dallas, Texas 75206, (214) 720-1414, in place and stead of FORD GREENE, 711^{1/2} Sir Francis Drake ~~Blvd.~~^{Blvd.}, San Anselmo, California 94960-1949.

DATED: 6/11/91 
RICHARD N. AZNARAN

I hereby consent to the foregoing designation
DATED: 6/7/91 
FORD GREENE

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT, STATE OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
 AZNARAN,

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CASE NO. CV88-1786-WDK

Plaintiffs,

SUBSTITUTION OF ATTORNEY

VS.

CHURCH OF SCIENTOLOGY OF
 CALIFORNIA, INC.; CHURCH OF
 SPIRITUAL TECHNOLOGY, INC.;
 SCIENTOLOGY MISSIONS INTERNATIONAL,
 INC.; RELIGIOUS TECHNOLOGY CENTER,
 INC.; AUTHOR SERVICES, INC.;
 CHURCH OF SCIENTOLOGY INTERNATION-
 AL, INC.; CHURCH OF SCIENTOLOGY OF
 LOS ANGELES, INC.; MISSION OFFICE
 WORLDWIDE; AUTHOR FAMILY TRUST;
 THE ESTATE OF L. RON HUBBARD;
 DAVID MISCAVIGE; and NORMAN
 STARKEY

Defendants.

ORDER

IT IS ORDERED that RICHARD N. AZNARAN, the applicant, herein
 may appear Pro Per for himself in the above-entitled case.

DATED: _____

 UNITED STATES DISTRICT JUDGE

EX. C

FORD GREENE
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT, STATE OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

VS.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH OF
SPIRITUAL TECHNOLOGY, INC.;
SCIENTOLOGY MISSIONS INTERNATIONAL,
INC.; RELIGIOUS TECHNOLOGY CENTER,
INC.; AUTHOR SERVICES, INC.;
CHURCH OF SCIENTOLOGY INTERNATION-
AL, INC.; CHURCH OF SCIENTOLOGY OF
LOS ANGELES, INC.; MISSION OFFICE
WORLDWIDE; AUTHOR FAMILY TRUST;
THE ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; and NORMAN
STARKEY

Defendants.

CASE NO. CV88-1786-WDK

SUBSTITUTION OF ATTORNEY

I, VICKI J. AZNARAN, hereby substitute, in PRO PER, 703
McKinney Avenue, Suite 309, Dallas, Texas 75206, (214) 720-1414,
in place and stead of FORD GREENE, 711~~1~~ Sir Francis Drake ~~Blvd.~~^{Blvd.},
San Anselmo, California 94960-1949.

DATED:

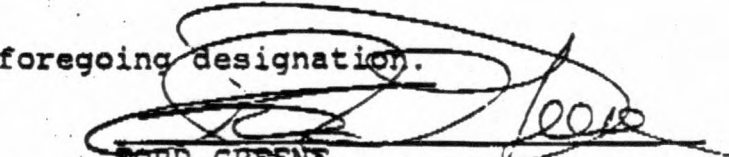
6-11-91


VICKI J. AZNARAN

I hereby consent to the foregoing designation.

DATED:

6/7/91


FORD GREENE

EX. D

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN
RICHARD N. AZNARAN

VS.
CHURCH OF SCIENTOLOGY OF
CALIFORNIA, ET AL.

PLAINTIFF,

DEFENDANT.

CASE NUMBER
CV 88-1786 JMI (Ex)

SUBSTITUTION OF ATTORNEY

RICHARD N. AZNARAN PLAINTIFF DEFENDANT
NAME OF PARTY

HEREBY SUBSTITUTES JOSEPH A. YANNY, LAW OFFICES OF JOSEPH A. YANNY WHO IS

RETAINED COUNSEL COUNSEL APPOINTED BY THE COURT PRO PER

ADDRESS 1925 Century Park East, Suite 1260, Los Angeles, CA 90067

TELEPHONE (213) 551-2966

STATE BAR NUMBER 97979 AS ATTORNEY OF RECORD IN PLACE AND STEAD

OF pro per [Signature]
PRESENT ATTORNEY

DATED 27/6/91 [Signature]
SIGNATURE OF PARTY

I HAVE GIVEN PROPER NOTICE PURSUANT TO LOCAL RULE 2.8 AND FURTHER CONSENT TO THE ABOVE
SUBSTITUTION.

DATED 27/6/91 [Signature]
SIGNATURE OF PRESENT ATTORNEY

I AM DULY ADMITTED TO PRACTICE IN THIS DISTRICT.

DATED 28/6/91 [Signature]
SIGNATURE OF NEW ATTORNEY #97979

APPROVED [Signature]
UNITED STATES DISTRICT JUDGE

SUBSTITUTION OF ATTORNEY

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

CHECK APPLICABLE PARAGRAPH

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner _____ of _____

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for _____

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 19____, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

PROOF OF SERVICE

1013A (1) CCP Revised 3/1/88

STATE OF CALIFORNIA, COUNTY OF

LOS ANGELES

I am employed in the county of _____, State of California.

I am over the age of 18 and not a party to the within action; my business address is: 1725 CENTURY PARK EAST #1260 LOS ANGELES CA 90067

On JUNE 28, 1991, I served the foregoing document described as SUBSTITUTION OF ATTORNEY

on INTERESTED PARTIES in this action

by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list: by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

BY MAIL

I deposited such envelope in the mail at LOS ANGELES, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on JUNE 28, 1991, at LOS ANGELES, California.

*(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee. Executed on _____, 19____, at _____, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

JOHN KURESKO
Type or Print Name

Signature
*BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT BOX OR MAIL
**FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER

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TECHNOLOGY
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INTERNATIONAL



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN
RICHARD N. AZNARAN

vs.
CHURCH OF SCIENTOLOGY OF
CALIFORNIA, ET AL.

PLAINTIFF,

DEFENDANT.

CASE NUMBER
CV 88-1786 JMI (Ex)

SUBSTITUTION OF ATTORNEY

VICKI J. AZNARAN PLAINTIFF DEFENDANT
NAME OF PARTY

HEREBY SUBSTITUTES JOSEPH A. YANNY, LAW OFFICES OF JOSEPH A. YANNY WHO IS

RETAINED COUNSEL COUNSEL APPOINTED BY THE COURT PRO PER

ADDRESS 1925 Century Park East, Suite 1260, Los Angeles, CA 90067

TELEPHONE (213) 551-2966

STATE BAR NUMBER 97979 AS ATTORNEY OF RECORD IN PLACE AND STEAD

OF pro per Vicki Aznaran
PRESENT ATTORNEY

DATED 6-27-91 Vicki Aznaran
SIGNATURE OF PARTY

I HAVE GIVEN PROPER NOTICE PURSUANT TO LOCAL RULE 2.8 AND FURTHER CONSENT TO THE ABOVE
SUBSTITUTION.

DATED 6-27-91 Vicki Aznaran
SIGNATURE OF PRESENT ATTORNEY

I AM DULY ADMITTED TO PRACTICE IN THIS DISTRICT.

DATED 28/6/91 [Signature]
SIGNATURE OF NEW ATTORNEY 97979

APPROVED _____
UNITED STATES DISTRICT JUDGE

SUBSTITUTION OF ATTORNEY

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

CHECK APPLICABLE PARAGRAPH

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner _____ of _____

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 19____, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

PROOF OF SERVICE

1013A (3) CCP Revised 3/1/88

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JOHN KURESKO

Type or Print Name

SQUARES EMBROIDERED MESSENGER (REVISED 5/1/88)

*NEW DISCOVERY LAW 7030 5/10 2031 CCP

*May be used in California State or Federal Courts

Signature
*BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT BOX OR MAIL
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TECHNOLOGY
CHURCH OF SCIENTOLOGY
INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 41

HON. RAYMOND CARDENAS, JUDGE

RELIGIOUS TECHNOLOGY CENTER, A)
CALIFORNIA NON-PROFIT RELIGIOUS)
CORPORATION; CHURCH OF SCIENTOLOGY)
INTERNATIONAL, A CALIFORNIA NON-PROFIT)
RELIGIOUS CORPORATION; AND CHURCH OF)
SCIENTOLOGY OF CALIFORNIA, A)
CALIFORNIA NON-PROFIT RELIGIOUS)
CORPORATION,)

PLAINTIFFS,)

VS.)

JOSEPH A. YANNY, AN INDIVIDUAL;)
JOSEPH A. YANNY, A PROFESSIONAL LAW)
CORPORATION; AND DOES 1 THROUGH 25,)
INCLUSIVE,)

DEFENDANTS.)

) SUPERIOR COURT
) CASE NO. BC 033035

REPORTER'S TRANSCRIPT

AUGUST 6, 1991

APPEARANCES:

(AS NOTED ON NEXT PAGE.)

COPY

LINDA STALEY, CSR NO. 3359
OFFICIAL REPORTER

APPEARANCES:

**FOR PLAINTIFF CHURCH
OF SCIENTOLOGY:**

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BY: JOHN J. QUINN
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8TH FLOOR
LOS ANGELES, CALIFORNIA
(213) 622-0300**

**FOR PLAINTIFF RELIGIOUS
TECHNOLOGY CENTER:**

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CALABASAS, CALIFORNIA 91302
(818) 591-0039**

**FOR DEFENDANT JOSEPH
A. YANNY, INDIVIDUALLY:**

**CUMMINGS & WHITE
BY: BARRY VAN SICKLE
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24TH FLOOR
LOS ANGELES, CALIFORNIA 90017
(213) 614-1000**

**FOR DEFENDANT JOSEPH
A. YANNY, A PROFESSIONAL
CORPORATION:**

**JOSEPH A. YANNY
1925 CENTURY PARK EAST
SUITE 1260
LOS ANGELES, CALIFORNIA 90067
(213) 551-2966**

1 LOS ANGELES, CALIFORNIA TUESDAY, 8-6-91 # 9:32 A.M.
2 DEPT. 41 HON. RAYMOND CARDENAS, JUDGE
3 APPEARANCES: (AS NOTED ON TITLE PAGE.)
4

5 - - O - -
6

7 THE COURT: RELIGIOUS TECHNOLOGY CENTER VERSUS
8 YANNY.

9 THE MATTER IS HERE FOR HEARING ON THE
10 QUESTION OF THE PRELIMINARY INJUNCTION.

11 THE COURT HAS HERETOFORE SIGNED A TEMPORARY
12 RESTRAINING ORDER, JULY 31ST, AND AT THIS TIME, I WILL HAVE
13 THE PARTIES IDENTIFY THEMSELVES AND THEIR APPEARANCE.

14 MR. DRESCHER: GOOD MORNING, YOUR HONOR.

15 WILLIAM DRESCHER ON BEHALF OF THE PLAINTIFF
16 RELIGIOUS TECHNOLOGY CORPORATION.

17 MR. QUINN: JOHN QUINN ON BEHALF OF CHURCH OF
18 SCIENTOLOGY INTERNATIONAL.

19 MR. VAN SICKLE: BARRY VAN SICKLE ON BEHALF OF
20 JOSEPH A. YANNY, AN INDIVIDUAL.

21 MR. YANNY: AND JOSEPH A. YANNY ON BEHALF OF JOSEPH
22 A. YANNY, A PROFESSIONAL CORPORATION, YOUR HONOR.

23 THE COURT: THE COURT HAS BEFORE IT A QUESTION OF
24 WHAT, IF ANY -- WHETHER IT WILL ISSUE A PRELIMINARY
25 INJUNCTION OR NOT IN LIGHT OF CASE NO. BC 033035.

26 THE COURT HAS ISSUED THE TRO AS A STOPGAP
27 MEASURE. I'LL TELL YOU AT THE OUTSET THAT I THINK THAT
28 I'VE SIGNED IT FOR A TRO, BUT THAT IT'S TOO BROAD IN

1 CETERA, NOTHING TO DO WITH ADVERSE REPRESENTATION OF
2 SCIENTOLOGY. THEY DO NOT HAVE THE RIGHT --

3 THE COURT: MR. YANNY, I STATED THAT THE TRO WAS TOO
4 BROAD IN THAT IT IS THE COURT'S INTENT NOT TO PRECLUDE
5 ASSOCIATION, DISCUSSION, AND SO FORTH, AND I THOUGHT THAT
6 WOULD SEND THE MESSAGE THAT IF THERE WAS AN ORDER, IT WOULD
7 BE A LOT MORE NARROW THAN THE TRO THAT WAS SIGNED.

8 MR. YANNY: YOUR HONOR, BUT BASED ON THE STRENGTH OF
9 WHAT THEY'VE SHOWN; NOTHING?

10 AND WHAT YOU'RE GOING TO DO BY GIVING THESE,
11 THE MOST LITIGIOUS PEOPLE IN THE CITY OF LOS ANGELES, MAYBE
12 THE STATE OF CALIFORNIA, AND MAYBE THE UNITED STATES,
13 YOU'RE GOING TO GIVE THEM AN ORDER BY WHICH THEY ARE THEN
14 GOING TO HARASS EVERY ONE OF MY EMPLOYEES LIKE YOU SAW THEM
15 DO BEFORE, EVERY ONE OF MY CLIENTS, LIKE YOU SAW THEM DO
16 BEFORE.

17 OKAY. AND THAT, BASED ON THE STRENGTH OF
18 WHAT THEY SHOWED, YOU KNOW, IT IS -- I HATE TO SAY THIS --
19 THAT IS INEQUITABLE -- THAT IS INEQUITABLE -- AND ALL OF
20 THIS BECAUSE I DID ONE THING; I HIRED GERRY ARMSTRONG AS A
21 PARALEGAL TO HELP ME ON THE AZNARAN CASE?

22 THE COURT: NO. ALL BECAUSE --

23 MR. YANNY: I TOLD HIM ABOUT COPYRIGHT NOTICES AND I
24 MADE AN APPEARANCE IN A FEDERAL CASE AND THAT THE JUDGE
25 DISQUALIFIED ME.

26 I DON'T THINK AN ORDER IS APPROPRIATE. THIS
27 CASE SHOULD HAVE BEEN THROWN OUT WHEN YOU SAW THE
28 COMPLAINT.

1 THE COURT: MR. QUINN, YOU HAVE THE LAST WORD
2 BECAUSE I'M ABOUT TO MAKE MY ORDER.

3 MR. QUINN: YOUR HONOR, I'D LIKE TO BE ABLE TO
4 CONTRIBUTE SOMETHING HERE AND, PERHAPS, BECAUSE I DON'T
5 HAVE THE LONG BACKGROUND THAT ALL OF YOU DO, MAYBE I HAVE
6 THE OPPORTUNITY TO TAKE JUST A LITTLE FRESHER LOOK.

7 THE COURT TALKED ABOUT THE ORDER THAT WE'RE
8 SEEKING IN THIS CASE, AND IN ESSENCE, REFERRED TO IT AS
9 BROAD. WHEN I FIRST APPROACHED THIS, I THOUGHT IT WAS
10 BROAD, TOO, BUT ON REFLECTION, WHEN I HEAR EVERYTHING
11 THAT'S GONE ON HERE AND THE CONDUCT AND THE BACKGROUND AND
12 FOUR YEARS OF MR. YANNY REPRESENTING THE CHURCH, I LOOKED
13 AT THE ORDER AGAIN, AND IN TALKING ABOUT REPRESENTING
14 ARMSTRONG AND REPRESENTING AZNARANS, YOU KNOW, YOUR HONOR,
15 THE ONLY THING THAT WE ARE SEEKING IN THIS MATTER IS A VERY
16 SIMPLE AND REALLY QUITE A NARROW ORDER.

17 IT DOESN'T HAVE ANYTHING TO DO WITH MR. YANNY
18 PREPARING HIS OWN DEFENSE OR TALKING TO HIS WITNESSES.
19 IT'S REALLY -- I HATE TO USE THIS EXPRESSION; IT GOES BACK
20 TO MY DAYS IN THE DOMESTIC RELATIONS DEPARTMENT -- IT'S
21 ALMOST LIKE A BEATING-YOUR-WIFE ORDER. BUT IT IS JUSTIFIED
22 IN THIS SITUATION.

23 IT SEEKS ONLY TWO THINGS: TO PRECLUDE HIM
24 FROM BREACHING HIS FIDUCIARY DUTY BY DISCLOSING INFORMATION
25 HE LEARNED DURING HIS EMPLOYMENT; THE SECOND THING IT TALKS
26 ABOUT IS TAKING PART IN ANY ACTIVITY WHICH WOULD VIOLATE
27 HIS FIDUCIARY DUTY OF LOYALTY. THAT'S ALL IT ASKS ABOUT.
28 HE OUGHT TO BE ABLE TO COMPLY WITH THAT.

1 THE REASON I THINK WE'RE ENTITLED TO IT IS
2 THE BACKGROUND AND THE COURSE OF CONDUCT SUBSEQUENTLY SHOWS
3 IN YANNY I AND HIS SUBSEQUENT CONDUCT THAT THAT IS A
4 LIKELIHOOD AND A STRONG POSSIBILITY AND HAS, IN FACT,
5 OCCURRED, ESPECIALLY IN THE AZNARAN CASE. AND BASED ON
6 THAT, THAT'S ALL WE'RE ASKING; IS FOR THAT KIND OF AN ORDER
7 WHICH IS ACTUALLY HIS ONLY OBLIGATION.

8 THE COURT: MR. DRESCHER.

9 MR. DRESCHER: YOUR HONOR, I NEED TO BRING TO YOUR
10 ATTENTION THE FACT THAT -- I DON'T KNOW -- IT JUST STRIKES
11 ME THAT IF PEOPLE REALLY HAVE SOME KIND OF OPPOSITION TO
12 SOMETHING, THEY'D COME OUT AND DO IT.

13 MR. YANNY -- AND FRANKLY, JACK AND I HAVE
14 TALKED ABOUT IT AND WE'RE BOTH SICK OF IT. WE'RE BOTH SICK
15 OF THAT MAN OF ACCUSING US OF ANYTHING CONCERNING THE
16 RECORD IN FRONT OF THIS COURT, BUT PARTICULARLY WHEN HE
17 KEEPS COMING BACK TO THIS MOTION, OF SOME SORT OF UNETHICAL
18 CONDUCT WHICH MR. QUINN AND I PARTICIPATED IN.

19 AND HE GOT THE AZNARANS TO SIGN A DECLARATION
20 TO THAT EFFECT. BUT NOW, THE AZNARANS DON'T THINK SO. THE
21 ISSUE AROSE AGAIN IN FRONT OF JUDGE IDEMAN CONCERNING THE
22 CIRCUMSTANCES OF MR. YANNY ASSUMING THEIR REPRESENTATION,
23 MORE PARTICULARLY, THE AZNARANS FIRING OF FORD GREEN.

24 I HOLD IN MY HAND DECLARATIONS FILED AND
25 SIGNED THE 31ST OF JULY BY THE AZNARANS. NOW, IF THEY WERE
26 TELLING YOU THE TRUTH ABOUT WHO DID WHAT TO WHOM, IT WOULD
27 BE THE SAME STORY THAT THE AZNARANS TOLD IN THE EARLIER
28 DECLARATIONS THAT ARE BEFORE THE COURT, BUT IT'S NOT.

1 NOW, THE AZNARANS, AFTER MR. YANNY'S BEEN
2 BOUNCED OUT FOR DELIBERATELY CONSPIRING TO DERIVE THAT
3 CASE, THE AZNARANS HAVING BEEN CAUGHT IN THE ACT, AND YANNY
4 BOUNCED, HAVE HAD TO GO TO SOME BACK VERSION OF THE TRUTH,
5 SO THIS GREAT UNETHICAL -- THEY BOTH SAY, QUOTE (READING):
6

7 "PREVIOUSLY, I WAS SUFFICIENTLY
8 CONCERNED ABOUT MR. GREEN'S ABILITY TO HANDLE
9 AND MAINTAIN THE TRIAL OF MY CASE; THAT I
10 REPLACED HIM WITH MYSELF IN PRO PER AND THEN
11 SUBSTITUTED JOSEPH YANNY. NOW THAT
12 EXPERIENCED TRIAL COUNSEL HAS BEEN RETAINED,
13 I DO NOT FORESEE ANY FURTHER CHANGES IN
14 REPRESENTATION."
15

16 I'D LIKE TO SUBMIT COPIES OF THOSE BECAUSE,
17 YOUR HONOR, THEY'RE JUST NOT LEVELING WITH YOU. THEY'RE
18 GOING TO SAY WHATEVER THEY CAN SAY TO TRY TO AVOID WHAT'S
19 COMING TO THEM, AND IT'S TIME IT COME TO A STOP, AND BEYOND
20 THAT --

21 MR. YANNY: CAN WE HAVE A COPY?

22 MR. DRESCHER: YES. WE CAN GET YOU A COPY FROM THE
23 BACK.

24 IT ALSO OUGHT TO BE CLEAR THAT IF THERE WERE
25 REALLY SOME SORT OF DEFENSE, YOU WOULDN'T BE CONFRONTED
26 OVER AND OVER AGAIN WITH THE WHALING ABOUT THINGS THAT HAVE
27 NOTHING TO DO WITH THIS CASE.

28 THEY WOULDN'T BE CREATING ISSUES THAT DON'T

1 EXIST TO TRY TO KNOCK THEM DOWN IN THEIR BRIEFS. THEY
2 WOULDN'T HAVE TO SCRAMBLE FOR MR. YANNY DRAGGING UP WHAT
3 HE'S DOING TO MR. RATHBUN AND EMPLOYEES. THEY WOULDN'T
4 HAVE TO TRY TO DECEIVE YOU WITH COMMENTS LIKE JACK QUINN
5 AND I WERE TRYING TO ACT UNETHICALLY.

6 THEY WOULDN'T TRY TO STRIKE YOU WITH YOUR
7 STATEMENT -- MR. YANNY'S STATEMENT TO YOU THE LAST TIME
8 THAT JUDGE IDEMAN THOUGHT SO LITTLE OF THE DISQUALIFICATION
9 MOTION, HE WOULDN'T EVEN LOOK AT IT. WELL, THE FIRST DAY
10 HE WAS BACK, HE NOT ONLY LOOKED AT IT; HE FIXED IT, AND
11 THEY WOULDN'T DECEIVE YOU WITH SOME KIND OF MOTION TO THAT.

12 THEY WOULDN'T TRY TO DECEIVE YOU WITH SOME
13 SORT OF NOBILITY GOING ON HERE, BECAUSE MR. YANNY NEVER HAD
14 TO QUALIFY ABOUT ANYTHING TO DO WITH THESE CLIENTS. HE'S
15 POCKETED 2.2 MILLION. THEY PAID HIM TO BE THEIR LAWYER,
16 AND NOW, HE'S TRYING TO ADD TO THAT, AND HE'S TRYING TO DO
17 IT AT THE EXPENSE OF THOSE CLIENTS, AND THAT'S EXACTLY WHAT
18 WE'RE COMPLAINING HERE ABOUT.

19 MR. VAN SICKLE: THAT EMOTIONAL TIRADE ASIDE, THOSE
20 ARE THINGS THAT, AT BEST, NEED TO BE DETERMINED IF THIS
21 CASE EVER PROCEEDS ON THE MERITS, AND WE DO HAVE YANNY II;
22 OF THOSE THAT WERE SHOT DOWN IN YANNY I.

23 BUT ISSUES SUCH AS WHO'S RIGHT AND WHO'S
24 WRONG; AND JOE HAS HIS INTERPRETATION, THEY HAVE THEIR
25 INTERPRETATION ON HOW THE AZNARANS WOUND UP IN PRO PER.
26 THE BOTTOM LINE WAS THE AZNARANS WOUND UP IN PRO PER WITH
27 ABOUT 1,000 PAGES OF SUMMARY JUDGMENT MOTION AND YANNY FELT
28 THE NEED TO FIX IT.

1 BUT IN ANY EVENT, WE GO BACK TO THE BASIC
2 ISSUES WHICH THIS IS A PRELIMINARY INJUNCTION. THIS IS NOT
3 A TRIAL ON THE MERITS. AND THEY'RE COMING IN SEEKING A
4 PRELIMINARY INJUNCTION THAT THE COURT, I THINK IN THE PAST,
5 HAS SEEN THEM ABUSE.

6 THEY COME IN AND SAY, WHAT'S THE HARM, WHAT'S
7 THE HARM, WHAT'S THE HARM. THEY SEEK A PRELIMINARY
8 INJUNCTION. THEY THEN DEFY -- THEY MAKE IT NOT ONLY
9 AGAINST MR. YANNY, BUT HIS LAWYERS, EVERYBODY THAT WORKS
10 WITH HIM. THEY PUT A PARAGRAPH IN ABOUT EVERYBODY THAT'S
11 ACTING IN CONCERT.

12 THEY MENTION KEN ROSE, A DECLARATION WHICH IS
13 A COMPLETE FABRICATION. THE NEXT THING WE'RE GOING TO SEE,
14 WE'RE GOING TO SEE -- KEN ROSE IS HERE TODAY -- KEN ROSE
15 DEPOSED IN THIS CASE, EVEN THOUGH HE HAS NOTHING TO DO WITH
16 IT.

17 YESTERDAY, I SAW ANOTHER EXAMPLE OF CLEAR
18 ABUSE IN THE ROXANNE FRIEND CASE. THEY NOTICED THE
19 DEPOSITIONS OF THE WHITFIELDS. ANOTHER COUNSEL. THEY'RE
20 AT WAR WITH THE PROBLEM AND THEY'RE NOT COMING IN AND
21 MEETING THEIR BURDEN. THERE'S A LOT OF NAME CALLING, A LOT
22 OF EXCITEMENT, BUT THEY'RE COMING IN AND SEEKING A
23 PRELIMINARY INJUNCTION, AND WE'VE GOT A DEFENSE, AND WE PUT
24 IN THERE FACTUALLY THAT DIDN'T HAPPEN. WHAT HAPPENED?

25 WE WERE IN THE AZNARAN CASE, BRIEFLY. WE'RE
26 OUT. WE HAD A REASON. IT WAS A GOOD REASON. WE NEVER
27 REPRESENTED ARMSTRONG. THAT'S ALL THERE IS.

28 NOW, ALL THIS TALK ABOUT BACK AND FORTH AND

1 THE RATHBUNS IS RIDICULOUS. DECLARATIONS ASIDE, THOSE ARE
2 THINGS THAT THE COURT CAN WEIGH OR THE JURY CAN WEIGH, IF
3 WE DON'T GET THIS THING BOUNCED ON THE PRELIMINARY
4 INJUNCTION.

5 WHERE IS THE BEEF?

6 IT'S NOT THERE.

7 THE COURT: THE COURT, AFTER HEARING ARGUMENT AND
8 READING THE DOCUMENTS OF COUNSEL, DOES THE FOLLOWING:

9 INSOFAR AS THE TRO IS CONCERNED, THE COURT
10 FINDS THAT IT IS TOO BROAD IN NATURE, THEREFORE, THE COURT
11 WILL DO THE FOLLOWING:

12 THE COURT FINDS THAT THERE IS A LIKELIHOOD
13 THAT THE PLAINTIFFS WILL PREVAIL IN THIS MATTER AGAINST MR.
14 YANNY AND, THEREFORE, AND ALSO, THAT IN LIGHT OF MR.
15 YANNY'S STATEMENT THAT HE DOES NOT REPRESENT ARMSTRONG,
16 THAT HE SHOULD NOT BE, THEREFORE, CONCERNED WITH A
17 PRELIMINARY INJUNCTION.

18 THE COURT RULES THAT YANNY -- THE COURT NOTES
19 THAT YANNY REPRESENTED THE PLAINTIFFS FOR SEVERAL YEARS AND
20 NOW HAS APPEARED AS COUNSEL FOR THE AZNARANS IN THE FEDERAL
21 COURT AGAINST HIS FORMER CLIENTS, THE PLAINTIFFS, WITHOUT
22 THEIR CONSENT IN VIOLATION -- APPEARS TO BE IN VIOLATION OF
23 BUSINESS AND PROFESSIONS CODE 6068(E) AND RULES OF
24 PROFESSIONAL CONDUCT 3-310(D).

25 THE COURT IN ITS STATEMENT OF DECISION IN
26 CASE NO. 690211, THE YANNY ONE CASE, OBSERVED THAT
27 DEFENDANT YANNY MANIFESTED, QUOTE, "READY WILLINGNESS TO
28 DISREGARD LEGAL ETHICAL RESPONSIBILITIES OWED TO HIS FORMER

1 CLIENT," CLOSED QUOTE.

2 YANNY HAS APPEARED AS COUNSEL OF RECORD FOR
3 THE AZNARANS ON MATTERS SUBSTANTIALLY SIMILAR TO THOSE FOR
4 WHICH YANNY WAS ENGAGED TO SAFEGUARD FOR HIS CLIENTS THE
5 PLAINTIFFS.

6 THERE IS NO WRITTEN CONSENT BY DEFENDANTS TO
7 DO SO, NOR DOES IT APPEAR THAT PLAINTIFFS WILL EVER
8 CONSENT, AND ON THAT SCORE, YOU WILL SEE PAGES 8855 DAR,
9 8849 IN THE COMPLEX ASBESTOS LITIGATION CASE AS PREVIOUSLY
10 CITED AND IS IN THE POINTS AND AUTHORITIES.

11 THE COURT NOTES IN THE COMPLAINT ALLEGES THAT
12 YANNY REPRESENTS GERALD ARMSTRONG AGAINST THE PLAINTIFFS.
13 THIS FACT IS DISPUTED AND WILL BE DETERMINED AT TRIAL.

14 IN THE INTERIM, THE COURT NOTES THAT THE
15 PLAINTIFFS SEEK A PRELIMINARY INJUNCTION TO PREVENT YANNY
16 FROM REPRESENTING ARMSTRONG IN ANY ACTION AGAINST THE
17 PLAINTIFFS.

18 YANNY, AN ATTORNEY FOR PLAINTIFF, BROUGHT
19 LEGAL ACTION AGAINST -- EXCUSE ME -- STRIKE THAT.

20 YANNY DENIES THAT HE REPRESENTS ARMSTRONG, A
21 FACT WHICH WILL BE DETERMINED AT TRIAL. THEREFORE, YANNY
22 SHOULD NOT BE CAUSED TO COMPLAIN FOR A PRELIMINARY
23 INJUNCTION THAT PREVENTS HIM FROM REPRESENTING ARMSTRONG.

24 FINALLY, MR. YANNY'S STATEMENT OF THE DILEMMA
25 THAT HE FOUND HIMSELF IN WHEN HE CHOSE TO BECOME OF RECORD
26 FOR THE AZNARANS IN THE FEDERAL COURT, IT WOULD APPEAR THAT
27 WITHOUT THE CONSENT OF THE FORMER CLIENTS, THAT IT APPEARS
28 TO BE A MATTER SUBSTANTIALLY SIMILAR TO THOSE FOR WHICH HE

1 REPRESENTED THE CHURCH AGAINST OTHERS, AND ALTHOUGH MR.
2 YANNY INSISTS THAT HE SAW IT HIS DUTY TO BECOME OF RECORD
3 FOR THE AZNARANS, IT APPEARS THAT, AT LEAST FOR THE
4 PURPOSES OF THIS HEARING, THAT MR. YANNY DID VIOLATE THE
5 RULES OF PROFESSIONAL CONDUCT BY NOT OBTAINING CONSENT --
6 AND I SAY, IT APPEARS TO -- AND THAT'S THE POSTURE THAT I
7 MAKE AT THIS TIME -- THAT IS THE RULING THAT I MAKE AT THIS
8 TIME.

9 THEREFORE, THE COURT FINDS THAT THERE'S A
10 LIKELIHOOD THAT THE PLAINTIFFS WILL PREVAIL IN THIS MATTER,
11 AND THAT THE MONEY DAMAGES ARE NOT ADEQUATE.

12 A PRELIMINARY INJUNCTION WILL ISSUE, NARROW
13 IN SCOPE. THAT IS TO SAY, THAT MR. YANNY SHALL NOT
14 REPRESENT THE AZNARANS DIRECTLY OR INDIRECTLY IN ANY CASE
15 AGAINST PLAINTIFFS, IN ANY CASE IN THIS COUNTY.

16 NEXT: YANNY MAY NOT INITIATE ANY LEGAL
17 PROCEEDINGS FOR AZNARANS AGAINST THE PLAINTIFFS WITHIN THE
18 STATE OR FEDERAL COURT OF THIS STATE.

19 NEXT: ANY ACTIONS ALREADY FILED BEFORE JULY
20 31ST, '91 IN WHICH YANNY IS OF COUNSEL FOR AZNARANS SHALL
21 BE SUBJECT TO AN INDIVIDUAL MOTION TO DISQUALIFY IN THAT
22 COUNTY, SHOULD THERE BE ONE.

23 THE POINT IS THAT THIS PRELIMINARY INJUNCTION
24 PRECLUDES YANNY FROM INITIATING ANY CASE WHERE HE IS OF
25 COUNSEL OF RECORD FOR THE AZNARANS IN THIS STATE.

26 INSOFAR AS GERALD ARMSTRONG IS CONCERNED, A
27 PRELIMINARY INJUNCTION WILL ISSUE THAT YANNY NOT REPRESENT
28 ARMSTRONG DIRECTLY OR INDIRECTLY IN ANY LEGAL PROCEEDING

1 AGAINST PLAINTIFFS WITHOUT PLAINTIFFS' PRIOR WRITTEN
2 CONSENT OR FURTHER COURT ORDER.

3 THAT YANNY NOT INITIATE ANY LEGAL PROCEEDING
4 IN ANY COURT OF THIS STATE OR IN THE FEDERAL COURT FOR
5 YANNY AGAINST -- FOR ARMSTRONG AGAINST THE PLAINTIFFS.

6 AND NEXT: IN ANY ACTION THAT MAY HAVE BEEN
7 FILED PRIOR TO JULY 31ST, '91 BY YANNY IN FAVOR OF
8 ARMSTRONG AGAINST THE PLAINTIFFS; THAT THAT MATTER SHALL BE
9 A SUBJECT OF AN INDIVIDUAL MOTION TO DISQUALIFY IN SUCH
10 OTHER COUNTY SHOULD THAT CASE HAVE BEEN FILED.

11 THE COURT HAS NARROWED THE INJUNCTION SO THAT
12 IT PRECLUDES MR. YANNY AND YANNY CORPORATION FROM
13 REPRESENTING THE AZNARANS AS COUNSEL, AND THAT MEANS
14 DIRECTLY OR INDIRECTLY.

15 WITHOUT ENUMERATING THE MANY INSTANCES WHERE
16 CONDUCT IS ALLOWED, THE GENERAL IMPORT OF THIS PRELIMINARY
17 INJUNCTION IS NOT TO PRECLUDE ASSOCIATION. IT'S NOT TO
18 PRECLUDE EMPLOYMENT. IT'S NOT TO PRECLUDE MR. YANNY'S
19 RELIGIOUS ACTIVITIES, IF THERE ARE ANY, AND IT IS NOT AN
20 ATTEMPT BY THIS COURT TO RESTRAIN ASSOCIATION, BUT RATHER,
21 IT'S A LIMITED INJUNCTION THAT PRECLUDES REPRESENTATION OF
22 THESE TWO OR THREE ENTITIES, THE TWO AZNARANS AND MR.
23 ARMSTRONG, AS LAWYERS IN A CASE, OR NOT REPRESENTING HIM AS
24 A LAWYER, AND NOT TO DO IT DIRECTLY OR INDIRECTLY, SUCH AS
25 THROUGH ANOTHER LAWYER.

26 HAVING SAID THAT, MR. DRESCHER, A NEW ORDER
27 WILL ISSUE CONSISTENT WITH THE COURT'S COMMENTS, MAKING IT
28 A VERY NARROW, LIMITED ONE, AS I'VE OUTLINED.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 41

HON. RAYMOND CARDENAS, JUDGE

RELIGIOUS TECHNOLOGY CENTER, A)
CALIFORNIA NON-PROFIT RELIGIOUS)
CORPORATION; CHURCH OF SCIENTOLOGY)
INTERNATIONAL, A CALIFORNIA NON-PROFIT)
RELIGIOUS CORPORATION; AND CHURCH OF)
SCIENTOLOGY OF CALIFORNIA, A)
CALIFORNIA NON-PROFIT RELIGIOUS)
CORPORATION,)

PLAINTIFFS,)

VS.)

JOSEPH A. YANNY, AN INDIVIDUAL;)
JOSEPH A. YANNY, A PROFESSIONAL LAW)
CORPORATION; AND DOES 1 THROUGH 25,)
INCLUSIVE,)

DEFENDANTS.)

SUPERIOR COURT
CASE NO. BC 033035

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, LINDA STALEY, OFFICIAL REPORTER OF THE
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY
OF LOS ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES
1 THROUGH 38, INCLUSIVE, COMPRISE A TRUE AND CORRECT
TRANSCRIPT OF THE PROCEEDINGS TAKEN IN THE ABOVE-ENTITLED
MATTER REPORTED BY ME ON AUGUST 6, 1991.

DATED THIS 20TH DAY OF AUGUST 1991.


LINDA STALEY, CSR NO. 3359
OFFICIAL REPORTER

Declaration of Gerald Armstrong

I, Gerald Armstrong, declare:

1. I have been advised by attorney Joseph A. Yanny that he has been sued by one or more Scientology entities, hereinafter referred to as "the organization," for inducing me to breach a settlement agreement I entered into with the organization in December 1986. I am making this declaration to show that this allegation is in every respect untrue.

2. I received a telephone call from Mr. Yanny to my answering machine on or about July 10, 1991. He left a message which simply said, "I need your help." I

called him back at which time he reiterated his request for my help and explained that because of organization machinations (which have been detailed in other declarations by other parties), Rick and Vicki Aznarman, plaintiffs and counter-defendants against the organization had been induced to fire their attorney, Ford Greene, and that Mr. Yanny had come into the case to ensure they had legal representation. Mr. Yanny also expressed during this conversation some personal concerns, which will remain private and confidential

(3)

between Mr. Yarny and me.

3. I told Mr. Yarny at that time that I would help and that I would travel to Los Angeles on July 12. I asked him for five hundred dollars to cover my expenses, and told him he could consider it as purchase of stock in the Gerald Armstrong Corporation (TGAC). I also counseled Mr. Yarny at that time regarding his personal spiritual difficulties. (TGAC is a California Corporation in which, although it bears my name and I am its active officer,

I own no stock.)

4. I did travel to Los Angeles, did stay at Mr. Yanny's home, did work in his office on July 15 and 16, and did write and execute a declaration on July 16 giving my knowledge of the effect of the December 1986 group settlement agreements on the ability of the Azraons and other individuals victimized by the organization to obtain proper legal representation. I also discussed with Mr. Yanny literary and

(5)

artistic matters, areas of the law, as a copyright and trademark attorney, in which he has expertise. The majority of my time with Mr. Yonny concerned spiritual matters, an area in which I have expertise.

5. I refer this Court to my declarations of March 15, 1990 and December 25, 1990, and the exhibits thereto. These declarations detail the circumstances at the time of the December 1986 settlement and the many instances subsequently

6
when I was attacked
or threatened by the
organization in violation
of the settlement agreements.
These declarations make it
very clear that I consider
I have a right to counter
the organization's attacks,
to speak out against
its policy of "fair game"
and assaults on the
basic rights of individuals,
and to assist those
whom I would depend
on for protection against
the organization's legal
and extra-legal might
and antisocial acts.
It is therefore the org-

(7.)

organization itself which induced me, if I was induced by any human agency to do anything which the organization might consider a breach of the settlement agreement.

6. But more than a desire to protect myself or right the organization's unjust acts towards me, however, I helped Mr. Yanny for the simple reason that he asked. I will do the same for anyone. The organization is aware of this fact because it received my letter of

(8)

June 21, 1991, a copy of which will accompany this declaration as Exhibit 1, and acknowledged the letter's receipt in their letter of July 3, 1991, a copy of which will accompany this declaration as Exhibit 2. It is not only the right of all men to respond to requests for help, it is our essence. If I was induced, therefore, to help Mr. Yanny, or anyone else, it was our Creator who induced me. Mr. Yanny, unlike the organization, was not aware of my dedication to helping my fellow humans, did not know of my June

21, 1991 letter, ⁽⁹⁾ so acted
in innocence.

7. I do not ask for
or expect a fee for my
help, although generally
& do not refuse whatever
is given me. I know
that I am sustained
completely by the Great
Coordinator Who sends to
me whenever He wants me
to help. I therefore can-
not be induced by money
or whatever anyone can
offer me.

I declare under the
pain and penalty of perjury
under the laws of the
State of California that
the foregoing is true and

correct.

Executed this 19th day
of July at New York, New
York.

H.

Herald Armstrong

DECLARATION OF JOSEPH A. YANNY

1
2
3 I, Joseph A. Yanny, make the following declarations from
4 personal knowledge and could competently testify as set forth below
5 if called upon to do so.

6 1. Declarant is a member in good standing of the
7 California State Bar.

8 2. I am not an attorney in fact or of record in any case
9 between Gerald Armstrong and any Church of Scientology entity, nor
10 have I been consulted in that regard by either Scientology or Mr.
11 Armstrong with respect to his litigation. I am informed that Mr.
12 Armstrong has done quite well without me. I am informed that the
13 court of appeals has recently issued an opinion on July 29, 1991
14 in that regard.

15 3. Mr. Armstrong has consulted me on literary matters
16 involving questions of intellectual property. I decline to disclose
17 the substance of that consultation further, but I will note,
18 however, for the record, that that consultation had nothing at all
19 to do with Scientology and had no relationship at all to anything
20 I ever worked on for Scientology.

21 4. I have considered employing and have employed Mr.
22 Armstrong as a paralegal from time-to-time in the past. I believe
23 it would be inappropriate, if not illegal, to require that I not
24 employ ex-Scientologists. Mr. Armstrong's views on Scientology
25 should not cost him employment with my firm or elsewhere.

26 5. In addition, Mr. Armstrong is a potential witness in
27 litigation I am contemplating against Scientology and in the Aznaran
28 case. For example, Scientology has recently libeled me by

1 publishing materials that, among other things, falsely represent
2 that I was found to be taking drugs and was "unable to maintain an
3 acceptable level of performance and professional conduct." In the
4 context of discussing the litigation, the libelous statement is made
5 that, "Yanny proceeded to break attorney-client confidences." The
6 litigation is described as "concerning his breach of contractual
7 agreement." (The text will be offered at the hearing.) These
8 claims are libelous per se. I anticipate that Mr. Armstrong may be
9 a witness in the resulting litigation. Mr. Armstrong and the
10 undersigned share the common problem of having been sued maliciously
11 by the plaintiffs herein and is a prospective witness in that
12 regard.

13 6. I have reviewed the purported declaration of Marty
14 Rathbun filed by plaintiffs in support of their request for
15 injunctive relief. The declaration is essentially a fabrication.
16 It is a false description of the conversations I had with Mr.
17 Rathbun on that date. I address what was actually said below. At
18 no time during those conversations did I make any "admissions" to
19 Mr. Rathbun. I have not breached any remaining fiduciary duties,
20 nor have I "confessed" any breaches to Reverend Rathbun. The
21 allegations concerning Ken Rose are particularly bizarre. I have
22 never even met Ken Rose and do not believe I have ever spoken to
23 him. I do not know who he is or what he may doing to make himself
24 a target. I certainly did not discuss him with Mr. Rathbun.

25 7. On the day in question, Friday, July 21, 1991, I had
26 two discussions with Mr. Rathbun. The principal discussion took
27 place in the courthouse cafeteria during the afternoon. Mr. Rathbun
28 approached me and attempted to engage me in conversation. It is now

1 apparent that Mr. Rathbun was attempting to initiate a conversation
2 so that he could offer a false declaration as part of Scientology's
3 mission to attack and destroy the undersigned.

4 8. I also spoke with Mr. Rathbun for several minutes
5 outside the courthouse towards the end of the day. During this
6 brief conversation, Mr. Rathbun commented that this suit was a
7 "grand waste of time." He sarcastically commented, "Can you afford
8 it?" He then added that I was going to go through the same thing
9 again. When I asked him what he meant, his response was, "You
10 know," - an obvious reference to the ordeal of past litigation.
11 I commented to Mr. Rathbun that they were getting beaten in all of
12 the litigation, and that this would continue, because they were
13 criminal and that virtue does eventually triumph in the end. I also
14 remarked that I had seen them attempt to ruin a number of lawyers
15 previously employed by them under similar circumstances, i.e., Barry
16 Litt, Mike Levanus, etc. As to the comments alleged in Mr.
17 Rathbun's declaration, they simply did not occur.

18 9. Earlier in the day, Mr. Rathbun approached me in the
19 cafeteria and engaged me in conversation. He started by remarking
20 that I was "basically a good person" and that they could see to it
21 that I "came out of this okay." Mr. Rathbun then tried to disavow
22 or downplay certain criminal or inappropriate activities, such as
23 stealing medical records and break-ins. I told him to drop the PR
24 pitch, because I was there and knew better.

25 10. During this same conversation, Mr. Rathbun stated
26 that I needed to accept my responsibility for certain things. Mr.
27 Rathbun commented that, back when the relationship deteriorated,
28 "Everything was going south on us." I responded that if he would

1 look at the record he would note that I had obtained good results
2 for them. The problem was that I insisted on exercising my
3 professional judgment rather than blindly following their orders.
4 When I would not go along with some of their more questionable
5 activities or tactics, they questioned my loyalty more than the
6 quality of legal services.

7 11. Mr. Rathbun also stated that I had to accept my
8 "overts" towards them. I indicated that I knew the whole point of
9 the exercise was to ruin me. Pursuant to "tech," they had to "dead
10 agent" me because I had disagreed with their criminal activities and
11 knew too much about them. Accordingly, it was necessary for them
12 to discredit me as a source of unfavorable information.

13 12. With respect to the Aznaran case, Mr. Rathbun's
14 declaration on this point is simply more fabrication or distortion.
15 I stated to Mr. Rathbun that what they had done to the Aznarans was
16 foul play. While they were telling the Aznarans that they wanted
17 to settle their case, in truth Scientology was poising to file
18 lengthy and complex summary judgment motions at a time when the
19 Aznarans were in propria persona. Scientology not only filed
20 hundreds of pages of moving papers when the Aznarans were in pro
21 per, they would not even stipulate to extensions of time for
22 responsive papers. Scientology was attempting to reap a windfall
23 by default in the courts. As an officer of the courts I was
24 compelled to test the issue of whether I could represent the
25 Aznarans.

26 13. Mr. Rathbun's response was reminiscent of the "Fair
27 Game" policy. He did not deny that they were playing dirty pool.
28 Mr. Rathbun commented that since the Aznarans had sued Scientology,

1 they deserved whatever treatment they received from Scientology.
2 I told Mr. Rathbun that as an officer of the court I felt a duty to
3 see to it that their dirty tricks did not bring about a miscarriage
4 of justice. I informed Reverend Rathbun that he, too, had a duty
5 to see to it that everyone obtained due process, and that this
6 included the Aznarans.

7 14. Mr. Rathbun remarked that I apparently expected him
8 to "go into agreement with the universe." I told him that he did
9 not have to go into agreement with the universe, but that he had to
10 deal with it and should do so within the rules. I told Reverend
11 Rathbun that despite some of his criminal attitudes, he really was
12 basically a good person and that if he ever came to his senses he
13 would no doubt find himself locked up in the desert for it, just
14 like Vicki was. I told him that if such a thing should occur, to
15 make sure he kept my telephone number in a safe place, because he
16 would be welcome in my house as a place of refuge.

17 15. During my conversations with Mr. Rathbun, I mentioned
18 the "RICO" case referred to in Paragraph 2(a) of Mr. Rathbun's
19 declaration. I mentioned to Mr. Rathbun that I had heard that
20 things were not going well for them in that case. I am aware that
21 the court has entered evidentiary sanctions for Scientology's
22 refusal to produce documents and apparent destruction of relevant
23 evidence. It has also come to my attention that Scientology has
24 suffered some serious set-backs recently in that case. These are
25 matters of public record, which are monitored by myself and others.
26 That Scientology would consider it inappropriate for me to know such
27 things only evidences their paranoia.

28 16. I am interested in such developments for several

1 reasons. First, Scientology has recently defamed me again by
2 asserting that I performed incompetently. I believe an examination
3 of events would reveal that the RICO case went well for Scientology
4 when I was working on it. Since my departure from the case,
5 Scientology's position has substantially deteriorated.

6 17. With respect to Mr. Rathbun's comments at Paragraph
7 2(c), this is a false repetition of the old claim that I am somehow
8 responsible for Bent Corydon's litigation. Mr. Corydon is a long-
9 time critic of Scientology and author of L. Ron Hubbard: Messiah or
10 Madman? I applaud Mr. Corydon for standing up to and exposing these
11 idiots. Mr. Rathbun's declaration on this point is simply another
12 fabrication. Further, the comments are somewhat strange in that it
13 is my understanding that Mr. Corydon has recently settled his
14 litigation with Scientology.

15 18. Contrary to the Rathbun declaration, I have not been
16 nor have I made representation that I have been coordinating and
17 agitating former church members to generate adverse publicity. This
18 again evidences their propensity to see conspiracies everywhere.
19 I certainly did not make such a claim to Mr. Rathbun.

20 19. I am not in a position to make most existing
21 adversaries of the church "go away." I did not make that claim to
22 Mr. Rathbun. Mr. Rathbun has apparently distorted our conversation
23 into whatever false statements he feels he needs to make in order
24 to succeed before this court and is acting in conformity with the
25 "Fair Game" policy previously recognized by this court in, as
26 Scientology calls it, the Yanny I litigation, and most recently by
27 the court of appeals in the Armstrong decision, which I will supply
28 a copy of to this court at the time of the hearing of this matter.

1 "Reverend" Rathbun is a Scientologist, perceives me as an enemy, and
2 consequently will lie, cheat, and do anything he needs to, per
3 policy, to destroy the undersigned. I can only explain the contents
4 of his declaration in that fashion. This court has previously dealt
5 with his testimony and should give it as much weight now as it did
6 then.

7 20. With respect to the Aznaran case in federal court,
8 I properly reacted to what I perceived to be a crisis situation
9 created by Scientology and previously documented to this court. I
10 would have preferred not to have become involved. However, it was
11 and is my professional opinion that as an officer of the court it
12 was appropriate for me to have entered an appearance in that case
13 and allow the appropriate "case-by-case" determination to be made
14 in the appropriate court. In the alternative, I was faced with a
15 possible miscarriage of justice occurring without the undersigned
16 even testing the water as to whether there was anything I could do
17 about it. It was and remains the right thing to have done under the
18 rather unusual and perverted circumstances confronting me. The
19 decision to test the issue was not taken lightly. I expected a
20 motion to disqualify me; however, I also expected an opportunity to
21 present my defenses to such a motion which, although unusual, are
22 substantial. Among other things, there has been a substantial
23 waiver of privilege by Scientology's attacks on and defamation of
24 the undersigned. The Aznaran case is not substantially related to
25 my previous work for Scientology. Unfortunately, Judge Ideman acted
26 without hearing any arguments or proof on the issues of waiver and
27 substantial relationship.

28 21. In many respects this is a tempest in a teapot. In

1 addition to being seen with Gerald Armstrong, I filed an appearance
2 in the Aznaran case. I sought an extension of time in which to
3 respond to summary judgment motions first from opposing counsel and
4 then from the court. I suggested to Mr. Quinn that they continue
5 the summary judgment hearings until such time as the Aznarans'
6 representation could be straightened out. Scientology declined that
7 most reasonable suggestion. Accordingly, I filed motions to obtain
8 extensions of time. Ultimately, the court revoked the substitution
9 of attorney and reinstated Ford Greene as counsel of record.
10 Presumably, Mr. Greene is responding to pending motions.

11 22. My appearance in the Aznaran case was so transitory
12 that I was personally never in possession of the file. Under the
13 circumstances, I never had an opportunity to do any work on the
14 merits of the case. No discovery or trial preparation was done
15 during my brief tenure as counsel of record.

16 I declare under penalty of perjury under the laws of the
17 State of California and the United States that the foregoing is true
18 and correct.

19 Executed on July 31, 1991, at Los Angeles, California.

20
21 
22 JOSEPH A. VANNY
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DEPT. 41

DATE 07/31/91

HONORABLE Raymond Cardenas

JUDGE

G. HARVEY

DEPUTY CLERK _____

HONORABLE

JUDGE PRO TEM

J. SALLAHER

Deputy Sheriff
Court Attendant

NONE

Reporter E/R monitor
(Parties and counsel checked if present)

0100 8M 0003030

Reliquos Technology Center, et
vs.

Joseph A. Yanny, et al.,

Counsel for
Plaintiff

N/A

Counsel for
Defendant

N/A

NATURE OF PROCEEDINGS.

RULING ON SUBMITTED MATTER

AD

NO T.D.

The Court, after reconsideration of its order of 7-24-91 denying a Temporary Restraining Order sought by plaintiffs, without further hearing, vacates the above mentioned ruling and grants the temporary restraining order sought by plaintiffs.

After deleting paragraph 3 of the proposed order submitted by plaintiffs, the Court executes said order this date.

The hearing with respect to a preliminary injunction remains scheduled on 8/1/91 at 9:30 a.m. in Department 41.

A copy of this minute order is sent to counsel this date at the following addresses:

John Quinn
Quinn, Kelly & Morrow
100 So. Grand Ave., 31st Floor
Los Angeles, California 90071

William Dreescher
25675 Calabasas Road, Suite 300
Calabasas, California 91302

Laurie Bartilson
Bowles & Moxon
6255 Sunset Blvd., Suite 2000
Los Angeles, California 90028

Sally Van Sickle
Cummins & White
665 So. Figueroa
24th Floor

15

MINUTES ENTERED
07/31/91
COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DEPT. 4

DATE 07/31/91

HONORABLE Raymond Cardenas

JUDGE

G. HARVEY

DEPUTY CLERK _____

HONORABLE

JUDGE PRO TEM

J. GALLAHER

Deputy Sheriff
Court Attendant

NONE

Reporter E/R monitor
(Parties and counsel checked if present)

FROM	am 0000000	Counsel for Plaintiff	N/A
	Helidius Technology Center, et		
	vs.		
	Joseph H. Yanny, et al..	Counsel for Defendant	N/A

NATURE OF PROCEEDINGS.

Los Angeles, California 90017
 Joseph Yanny
 Law Offices of Joseph Yanny
 1925 Century Park East
 Suite 1260
 Los Angeles, California 90067

1 This matter came before the Court on August 6, 1991 on
2 plaintiffs' Application for Preliminary Injunction. The Court,
3 having read and considered the papers submitted by all parties in
4 support of and in opposition to that application, and having
5 heard the arguments of counsel, and being fully informed, now
6 makes the following findings:

7 1. Yanny represented the plaintiffs for several years in
8 a variety of different matters and acted as a coordinating
9 attorney for them during most of that time, coordinating
10 the majority of the litigation and many other legal matters in
11 which they were involved during that period.

12 2. In the Statement of Decision rendered by this Court on
13 July 18, 1990 in the prior case between these same parties,
14 Religious Technology Center, et al. v. Yanny, et al., LASC
15 Case No. C 690 211, the Court noted that Yanny had shown a ready
16 willingness to disregard legal and ethical responsibilities owed
17 to his former clients. It appears to the Court that Yanny has
18 now chosen to disregard this warning language and has directly
19 disregarded his ongoing responsibilities as plaintiffs' former
20 attorney. A breach of Yanny's fiduciary duties to plaintiffs has
21 now been directly manifested through Yanny's appearance as
22 counsel of record for Vicki and Richard Aznaran against his
23 former clients in Vicki Aznaran, et al. v. Church of
24 Scientology of California, et al., No. CV-88-1786 JMI(Ex) in
25 the United States District Court for the Central District of
26 California as to matters which are substantially similar to those
27 for which Yanny was formerly engaged by plaintiffs to safeguard
28 their interests. That representation of the Aznarans was

1 undertaken without plaintiffs' consent, written or verbal, in
2 violation of Business and Professions Code section 6068(e) and
3 Rule of Professional Conduct 3-310(D). It does not appear that
4 plaintiffs will ever consent to such representation of the
5 Aznarans by Yanny.

6 3. The Court also finds that the plaintiffs have alleged
7 that Yanny now represents another individual, Gerald Armstrong,
8 a litigation adversary of plaintiffs, against plaintiffs, and
9 that he does so without either the written or verbal consent of
10 any plaintiff. Although this allegation raises an issue which
11 is disputed and will be determined at trial, as Yanny denies
12 that his representation of Armstrong as to Armstrong's literary
13 matters is substantially related to his former representation of
14 plaintiffs, his denial of such representation shows that he has
15 no basis to protest issuance of a preliminary injunction against
16 such representation.

17 4. The Court further finds that there is a likelihood that
18 the plaintiffs will prevail on the merits of this matter, and
19 that money damages are not adequate.

20 NOW, THEREFORE, IT IS ORDERED THAT:

21 1. A preliminary injunction be and hereby is issued
22 enjoining defendants, Joseph A. Yanny and Joseph A. Yanny, A
23 Professional Law Corporation, from engaging directly or
24 indirectly in the following activities:

25 a) Yanny shall not represent the Aznarans directly or
26 indirectly in any case against plaintiffs in this county;

27 b) In any actions filed prior to July 31, 1991, in
28 which Yanny is counsel for the Aznarans against plaintiffs

1 or any other Scientology entity, Yanny shall be subject to
2 an individual motion to disqualify in that county;

3 c) Yanny is precluded from initiating any case in the
4 state or federal courts of this State as counsel for the
5 Aznarans;

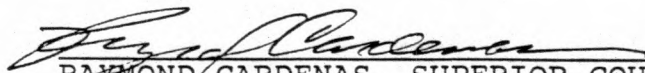
6 d) Yanny shall not represent Armstrong directly or
7 indirectly in any legal proceeding against plaintiffs without
8 plaintiffs' prior written consent or further court order;

9 e) Yanny shall not initiate any legal proceeding on
10 behalf of Armstrong in any court of this state or federal court
11 of this state for Armstrong against the plaintiffs;

12 f) In any actions filed prior to July 31, 1991, in
13 which Yanny is counsel for Armstrong against plaintiffs
14 or any other Scientology entity, Yanny shall be subject to
15 an individual motion to disqualify in that county;

16 2. No bond is required of plaintiffs. Defendants
17 specifically requested that no bond be required.

18 DATED: ~~August~~ ^{Sept} 18, 1991

19 
20 RAYMOND CARDENAS, SUPERIOR COURT
21 JUDGE
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1 I, GERALD ARMSTRONG, declare and state that:

2 1. I am the defendant and cross-complainant in the
3 case of Church of Scientology of California vs. Gerald Armstrong,
4 Los Angeles Superior Court No. C420153. I was a member of
5 Scientology from 1969 to 1981 and have been involved in
6 litigation with various Scientology entities, hereinafter
7 referred to as "the organization", since 1982. I have testified
8 approximately 47 days in trials or depositions in at least 10
9 cases against Scientology. I am very knowledgeable in
10 Scientology litigation and operations, and am qualified to render
11 the opinion in Paragraph 7 below.

12 2. In 1985 and throughout 1986, I worked as a
13 paralegal in the law firm of Flynn, Joyce and Sheridan in Boston,
14 Massachusetts. I worked on all the organization-related
15 litigation handled by the firm during that period. Michael Flynn
16 was the prime mover in much of the organization-related
17 litigation throughout the United States until December 1986 when
18 he settled all the cases in which he was involved. I was
19 represented in Armstrong by Flynn, Joyce and Sheridan and the law
20 firm of Contos and Bunch in Woodland Hills, California until the
21 settlement.

22 3. In a declaration I executed December 25, 1990,
23 which I filed in the California Court of Appeal in the
24 organization's appeal (Civ. No. B038975) from a Superior Court
25 ruling unsealing the Armstrong court file, which had been sealed
26 in December, 1986, I detailed the circumstances of and my
27 involvement in the settlement. In that declaration, I waived the
28 attorney-client privilege between Mr. Flynn and me only as to our

1 conversations concerning the settlement, and I reiterate that
2 waiver at this time, and extend it to include my other attorneys.

3 4. During the settlement negotiations and thereafter,
4 I learned from Mr. Flynn, and two other attorneys in both firms
5 which represented me in Armstrong, that all the attorneys who had
6 been involved in the organization-related litigation had agreed,
7 as part of the settlement, to not represent or assist anyone in
8 any future litigation against the organization.

9 5. Each of the law firms involved was also required,
10 as part of the settlement, to turn over to the organization its
11 Scientology-related documentary evidence, as was each of the
12 litigants. Each of the litigants, moreover, was required, as
13 part of the settlement, to not assist any aggrieved party in
14 future litigation against the organization, and to avoid service
15 of process in such litigation. These conditions are stated in
16 the settlement agreement I signed in December 1986, a copy of
17 which is marked and exhibited herewith as Exhibit "1".


18 6. Since the settlement, the organization's attorneys
19 have threatened me on six occasions that I would be sued if I
20 violated the settlement's restrictions. The organization
21 meanwhile has itself violated the letter and spirit of the
22 settlement regarding me on numerous occasions. I have detailed
23 these instances in my December 25, 1990 declaration and a
24 declaration I executed on March 15, 1990 which was also filed in
25 the above-referenced appeal.

26 7. The effects of the December 1986 settlement
27 agreements in the legal community and on future individuals
28 aggrieved by the organization are obvious. Potential attorneys,

1 knowing or learning that they would be denied the documentary
2 evidence which had previously been available, denied assistance
3 from the key witnesses against the organization, and denied
4 assistance from the most knowledgeable attorneys in the world in
5 this field of litigation would be more than reluctant to accept
6 representation of aggrieved individuals. Add to that, the
7 general knowledge in the legal community of the harassive and
8 threatening practices of the organization toward adverse
9 attorneys, and the fact that well respected attorneys such as Mr.
10 Flynn had agreed to an unethical or illegal settlement to escape
11 the litigation, and it is no surprise that this country's
12 attorneys avoid representing the organization's many victims.
13 The victims are effectively cut off from communication with
14 witnesses and access to evidence, and their ability to obtain any
15 legal representation denied.

16 I declare under the penalty of perjury under the laws of the
17 United States and the State of California that the foregoing is
18 true and correct and based on my personal knowledge, except those
19 matters stated on information and belief, and as to those
20 matters, I am informed and believe them to be true.

21 Executed this 16th day of July, 1991, at Los Angeles,
22 California.

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24 _____
25 GERALD ARMSTRONG
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I, GERALD ARMSTRONG, declare and state that:

1. I have made a previous declaration in this matter and reiterate that I was a member of Scientology from 1969 to 1981 and involved in litigation with various Scientology entities hereinafter referred to as "the Organization" since 1982 to the present. I am familiar with many of the witnesses, attorneys and victims who have been involved with various Scientology litigations and I have previously met and recognize the voice of Barry Van Sickle.

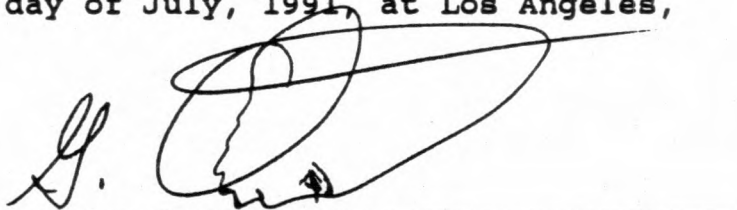
2. In the afternoon of July 16, 1991, I was present at the Law Offices of Joseph A. Yanny when Mr. Yanny received a telephone call from Mr. Barry Van Sickle which phone call was placed upon the speaker phone. I heard the conversation between Mr. Van Sickle and Mr. Yanny at that time and in its entirety. During the course of the conversation, Mr. Van Sickle recounted a conversation that he had had with Messrs. Quinn and Drescher regarding settlement of litigation between Bent Corydon and the Organization. Mr. Van Sickle stated that he had attended a number of such meetings at which settlement was discussed and that, at one particular meeting, a settlement document was transferred by Mr. Drescher to Mr. Van Sickle with respect to the Corydon litigation.

3. Mr. Van Sickle stated that, during the course of the aforementioned meeting, Messrs. Quinn and Drescher had stated that the objective of the settlement was to make peace. Mr. Van Sickle stated that Mr. Drescher stated, while handing over the settlement agreement, that he realized that the settlement agreement, as proposed, was harsh in its terms. Mr. Van Sickle

1 stated further that Mr. Drescher indicated that while he realized
2 it was unethical to suggest such a thing, it was the desire of
3 his clients to have Mr. Van Sickle and Ms. Toby Plevin out of the
4 Scientology litigation business.

5 I declare under the penalty of perjury under the laws of the
6 United States and the State of California that the foregoing is
7 true and correct and based on my personal knowledge, except those
8 matters stated on information and belief, and as to those
9 matters, I am informed and believe them to be true.

10 Executed this 16th day of July, 1991, at Los Angeles,
11 California.

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13 _____
14 GERALD ARMSTRONG

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Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

AUGUST 1, 1991

Dear Mr. Lieberman:

Organization operatives filmed me yesterday at least in the following situations:

1. Talking to an employee of attorney Ford Greene, in the doorway to Mr. Greene's office, at 711 Sir Francis Drake in San Anselmo, California.
2. Walking outside Mr. Greene's office.
3. Pulling on a T-shirt outside Mr. Greene's office.
4. Running outside Mr. Green's office.

Whilst I was on foot I was also pursued by one of the operatives driving a white Cadillac.

The driver of the Cadillac was later confronted by Mr. Greene who also recorded the licence number of Cadillac and the other vehicle being used by the operatives.

I doubt that you find it hard to believe that I consider the organization's operation has as its major target in the eval known but to two or maybe three or even four the assassination of Gerry Armstrong

I am not unmindful of your use of the earlier videotape event in your Petition For Rehearing filed in the Armstrong appeal (n. 1, p. 6, second edition, n. 2, p 5, first edition)

There was no reason to videotape me as proof that I was associating with Ford Greene. I had spoken the day before to two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff, Howard Gutfeld and August Murphy, and from none of whom had I withheld the fact that I was helping Mr. Greene. None of them were not aware that I was speaking to them from Mr. Greene's office because all of them except for Mr. Murphy called Mr. Greene's office and I had spoken to

them when I answered Mr. Greene's telephone to take messages for him while he was out of his office. Mr. Murahy spent some time in Mr. Greene's office and we spoke for a few minutes. I am quite certain he left with the impression that I was helping Mr. Greene, and specifically in the Aznaran case since, in addition to my saying so, he did observe me carrying into Mr. Greene's office two boxes containing the mega-copies of the two Oppositions to Summary Judgment Motions (Statute of Limitations and First Amendment) and related documents, and did hear me lament that his organization had cost Mr. Greene that very day over seven hundred dollars in copying costs.

I did note the sophrosynial shift in the two writers of the second edition of the Petition For Rehearing. I imagine the organization's idea of having Marty talk to me is not in the works.

I'm sure you understand why I do help those who need it and why people who litigate with the organization need it. And I'm sure you know how utterly unbiased I am in that all I oppose are antisocial policies and activities. In that Scientology denies that any of its policies or activities are antisocial I am not opposed in any way to what Scientology says it is and says it does. I am only opposed to antisocial policies and practices.

It is really a matter of logistics. Your organization scares people. It scares me. There are therefore few people willing to do what needs to be done regarding the organization. I am simply willing to do what I can no matter how scary it is. If there were not so many people afraid of your organization I wouldn't need to do what I can to help.

As you know, the organization has at times terrorized me, it has a policy of revenge, its present owners have a personal hatred for me, and it has acted with its fair game doctrine directing its attitude and acts toward me since and in violation of the settlement. Obviously, then, it is in every way reasonable for me to associate with and help those who have the courage to oppose the organizational beast.

Then there's the religious argument. And its legal corollary. If antisocial acts are religious, then so must be any opposition to antisocial acts.

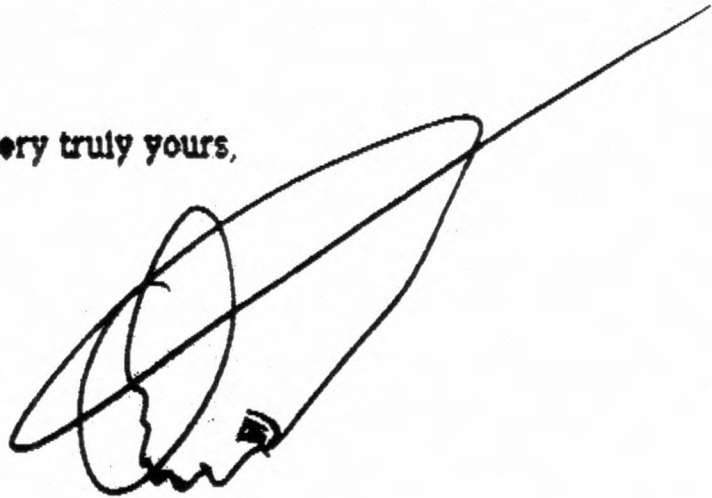
Then there's the matter of theology.

All of which brings me to the matter at hand. You know about compartmentalization, PIs, cutouts, lies and paranoia. There probably are things which can be done to bring the organization's self-destructive

insitutionalized hatred to a peaceful conclusion Although you exhibit in your most recent descriptions of me and in your willingness to go beyond mere factual twists, a new and greater animus, I still have an idea that you can do something.

I trust you'll reply.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Gerry Armstrong', written in a cursive style. The signature is positioned to the right of the 'Very truly yours,' text and is partially overlaid by a long, thin diagonal line that extends from the top right towards the center of the page.

Gerry Armstrong
(415)456-8450

EX. N

1 HUB LAW OFFICES
Ford Greene, Esquire
2 California Bar No. 107601
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
Telephone: (415) 258-0360

4 Attorney for Plaintiffs
5 VICKI J. AZNARAN and
6 RICHARD N. AZNARAN

7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 VICKI J. AZNARAN and RICHARD N.
12 AZNARAN,

13 Plaintiffs,

14 vs.

15 CHURCH OF SCIENTOLOGY OF
16 CALIFORNIA, et al.,

17 Defendants.

No. CV-88-1786-JMI(Ex)

DECLARATION OF GERALD
ARMSTRONG REGARDING
ALLEGED "TAINT" OF
JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

18 AND RELATED COUNTER CLAIM
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(415) 258-0360

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare and state that:

1. I was a Scientologist and held many positions in many sectors of Scientology, hereinafter referred to as "the organization," from 1969 to 1981. I have been involved in organization litigation as a witness, defendant, plaintiff and paralegal from 1982 until the present. I have testified in three trials and in depositions in ten organization cases approximately forty-seven days. I have authored over twenty-five declarations concerning L. Ron Hubbard, Scientology practices and the litigation. I am by trade a philosopher, writer and artist. In 1986 I founded a church which now has many members internationally.

2. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Armstrong Los Angeles Superior Court No. C420153. A decision in that case was rendered after a lengthy bench trial by Judge Paul G. Breckenridge, Jr. on June 20, 1984. The California Court of Appeal opinion, No. B025920, issued July 29, 1991, affirming the Superior Court's decision, has recently been filed in this case as an exhibit to the Aznarans' oppositions.

3. In December 1986 I entered into a settlement agreement with the organization, a copy of which is filed herewith as Exhibit 1. The organization did not honor the agreement, however, but has continued a program of threats and attacks to this day. I have detailed what I knew of these threats and attacks up to March 15, 1990 in my declaration of that date. The circumstances at the time of the settlement and a rebuttal of various organization attacks are contained in a declaration I executed on December 25, 1990. I can supply these declarations to the Court if it so wishes.

4. I make this declaration to respond to various allegations about me made by the organization in its papers recently filed in this case.

5. Organization attorney Laurie Bartilson states that my aid to attorney Ford Greene in preparing the Aznarans' recently filed oppositions to organization motions "violated this Court's orders and the Local Rules."

(Defendants' Opposition To Ex Parte Application To File Plaintiffs' Genuine Statement of Issues [sic] Re Defendants' Motions (1) To Exclude Expert Testimony; and (2) For Separate Trial On Issues of Releases and Waivers; Request that Oppositions Be Stricken; hereinafter "Opp To Ex P", p.2,3.) I aid Mr. Greene and the Aznarans out of my own free will and my sense of right and wrong. If I am ordered by any lawiully constituted court to cease rendering such aid I will.

6. Ms. Bartilson states that I "[am] employed by Joseph Tanny on this very case." (Opp To Ex P p.4) I am not.

7. Ms. Bartilson states that for me "to now have switched [my] aid to Greene's office further taints all (emphasis in original) of the papers filed by Greene..." (Opp To Ex P p.5) It doesn't, because there was not and is not any taint..

8. Ms. Bartilson states that my aiding Mr. Greene "is grounds for [his] disqualification." (Opp to Ex P p.5) It isn't; but if this Court were so to order me, I will comply.

9. Ms. Bartilson suggests that Mr. Greene should be disqualified because I am "a paralegal formerly employed by defendant's lawyers." (Opp To Ex P p.5) I have never been employed by any organization lawyer.

10. Ms. Bartilson declares that "[she has] been informed by private investigators hired by [her] law firm that [I] was present at Ford Greene's offices many times from August 3, 1991 through at least August 21, 1991,

often for hours and days at a time." (Opp To Ex P p.9,para 4) I was outside the United States from August 3 until August 10, and not in Marin County where Mr. Greene's office is located until August 13, 1991. Filed herewith as Exhibit 2 are copies of my boarding passes for my flights from San Francisco to Johannesburg, South Africa on July 19 and 20, returning August 9 and 10.

11. Organization attorney William Drescher states that "[als [I am] Yanny's paralegal on this case, [my] new affiliation as an assistant to Ford Greene is truly outrageous." (Supplemental Memorandum In Support of Defendants' Motion To Dismiss Complaint With Prejudice; hereinafter "Supp Memo," p.4) I am not Mr. Yanny's paralegal on this case, and my affiliation with Mr. Greene is wholly peaceful, lawful, decent, helpful, respectful, and humorous.

12. Mr. Drescher states that "Yanny's involvement in this case continues, this time through a different "extension"--the improper activities of Yanny's paralegal, Gerald Armstrong." (Supp Memo p.5) I am not Mr. Yanny's paralegal. I answered his call for help during the period he was attorney of record in this case. I spent parts of two days on July 15 and 16 in Mr. Yanny's office during which time the only "work" I did was to write two declarations, one of which was also used by Mr. Greene. Mr. Yanny gave me no instructions or suggestions at any time to pass on to Mr. Greene or to anyone else involved in the Aznaran litigation. I am not Mr. Yanny's "extension" into this case. This organization's actions in attempting to deny their victims, the Aznarans, not only legal representation but support to the Aznarans' legal representatives is what is improper.

13. Mr. Drescher states that in 1984 I was "plotting against the Scientology Churches and seeking out staff members who would be willing to assist [me] in overthrowing Church leadership." (Supp Memo p.5) The

organization is not a church. Organization operatives David Kluge and Michael Rinder sought me out and gained my trust through a close friend whom the organization coerced into participating in an operation to attempt to entrap me. The organization operatives stated that they wanted to reform the organization and rid it of its criminal activities and they asked me to help. They said they wanted to save Scientology from its criminal leadership. They stated they were operating secretly within the organization for fear of, inter alia, being killed. They used my willingness to communicate and to help to attempt to inveigle me into the commission of a crime. When that failed, the organization simply twisted my refusal to participate in the suggested criminal act into further accusations.

14. Mr. Drescher states that "[t]he Church obtained information about [my] plans and, through a police-sanctioned investigation, provided [me] with the "defectors" [I] sought." (Supp Memo p.5) That the organization and its lawyers have told this lie so many times in so many jurisdictions over so many years has not made it any more true now than when they concocted the plot. I was videotaped. The videos are still embarrassing to me because I use foul language. What I say does not mean what the organization and its lawyers say it means. A private investigator (who, during this period threatened to put a bullet between my eyes) obtained a false authorization from an LAPD officer, who was himself suspended six months for his participation in the crime. The organization did not obtain information about my plans; it created the whole operation, including what my "plans" were to be.

15. Mr. Drescher states that "[o]n November 30, 1984 [I] met with one Michael Rinder, an individual whom [I] thought to be one of [my] "agents" (but who in reality was loyal to the Church)" (parens in original). (Supp

Memo p.5) I never considered Rinder my agent, nor did I consider that I had any agents. Rinder was not loyal to the "church." He was being operated by what the operatives called the "criminal leadership."

16. Mr. Drescher states that "the conversation [was] recorded with written permission from law enforcement." (Supp Memo p.5) It wasn't. The Chief of the LAPD denied authorizing the illegal operation, and the officer was suspended for his "permission."

17. Mr. Drescher quotes some out-of-context statements from my November 1984 meeting with Michael Rinder and avers that they meant that I was recommending that the group of "reformers" did not need "actual evidence of wrongdoing to make allegations in Court against the Church leadership." (Supp Memo p.5) My answer to Rinder is out of frustration because he appeared to be unable to understand that a complaint contains allegations, and the proof of the allegations is achieved through documentation and testimony, including even the well-known fact of the organization's long history of destruction of evidence, obtained through the litigation up to the end of trial. Elsewhere and in other conversations I discussed with the "reformers" what was actually known and documented, and which could be alleged in the complaint they insisted they wanted to file. I discussed with the "reformers" an inventory of criminal acts for which we knew the organization was responsible. They included burglary of state and federal offices, theft, obstruction of justice, blackmail, assault, civil rights violations, immigration fraud, tax fraud, attempted entrapment of Federal Judges, framing of my own attorney Michael Flynn, the use of preclear folder information against all Scientologists, all the acts which flowed from "fair game," and the use of their charitable corporation funds to carry out these criminal acts.

18. Organization attorney Eric Lieberman states that "the utter disregard of the truth that the Aznarans have made the trademark of their litigation effort, bears the unmistakable signature of Gerald Armstrong, whose theory of litigating against Churches of Scientology, as captured on videotape in 1984, is not to worry about what the facts really are, but instead to choose a state of "facts" that should survive a challenge by the Church and "just allege it." (Reply In Support of Defendants' Motion For Summary Judgment Based On the Statute of Limitations; hereinafter "Reply Stat Lim," p.2,3) This is not true. It is simply further exploitation of the fruits of the organization's covert actions against me: the illegal 1984 videotape regarding what the organization calls the "Armstrong Operation," Until I started to help Mr. Greene, I had nothing to do with the Aznaran case, which was filed in April 1988, except for my help to Mr. Tanny described in paragraph 12 above. I have given no facts to the Aznarans, nor any legal strategy. Besides the declarations I have written, all of which are now before this Court, I have written not one word in any of the filed papers. My help to Ford Greene in all of the papers recently filed has been in proofreading, copying, collating, hole-punching, stapling, stamping, packaging, labeling, air freighting and mailing. Mr. Greene and I have had several conversations during this period, some of which certainly concerned the litigation.

19. Mr. Lieberman states that "[i]t is clear that [my] influence and philosophy permeates the Aznaran's oppositions." (Reply Stat Lim p.3) I pray that that is true, because my philosophy in litigating against the organization is to tell the truth, have the faith that, no matter what lies the organization tells or operations it runs or how threatening the organization appears to be, truth will prevail; that, no matter how the organization

perverts the law, manipulates courts, testifies falsely, fights unfairly, wields religion as a sword and then a shield and abuses the legal process, justice will, if fought for honorably, triumph.

20. Mr. Lieberman states that "[o]n August 19, 1991 [I] admitted to one of defendants' counsel that [I] was at Greene's office "helping out."" (Reply Stat Lim p.3) I admitted no such thing. I was doing nothing even faintly improper which would require admission. I have been completely up front about my being in Mr. Greene's office and helping him. It is the organization which has skulked around and engaged in improprieties which it should admit to. I was so shocked when I discovered the organization operatives videotaping me on August 20 that I wrote Mr. Lieberman to protest the harassment. When I found the operation continuing on August 21 I again wrote Mr. Lieberman, and called his office, advised one of his associates of the operation and pleaded that it be called off. Copies of my letters are filed herewith as Exhibits 3 and 4. Mr. Lieberman has not answered my letters, has not mentioned them in his papers, which he signed on August 26, but has escalated the attack on my character and intentions. The operation has continued at least until August 30. Because of its form and nature, and because of my knowledge of organization operations and its philosophy of opportunistic hatred, I believe that this operation does not have as its major goal the proof that I am helping Mr. Greene. I believe its goal is intimidation and the assembly of intelligence information for future acts.

21. Mr. Lieberman states that "the real thrust of the Aznarans' Opposition is....the "just allege it" philosophy of Yanny's paralegal, Gerald Armstrong." (Reply Stat Lim p.33) I am not Mr. Yanny's paralegal, and "just allege it" is really the organization's litigation theory. L. Ron Hubbard

established the Guardian's Office and then the Office of Special Affairs to carry out his way of litigating.

"In the face of danger from Governments or courts.....
If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture (emphasis added) enough threat against them to cause them to sue for peace." L. Ron Hubbard, Policy Letter of 15 August, 1960 "Dept of Govt Affairs." (Exhibit 5)

22. Mr. Lieberman states that "[my] "helping out" while the Opposition was concocted not only reveals the continuing taint of Yanny's involvement with this case, it establishes the guiding principle that resulted in [the] Opposition..." (Reply Stat Lim p.34) Not one thing, not the ability to proofread, photocopy, collate, hole-punch, staple, package, label, air freight or mail that I did in connection with the preparation of the Aznarans' oppositions, did I learn from Mr. Yanny. Not the ability to spot and confront organization operatives did I learn from Mr. Yanny. Not the ability to write, nor any fact or idea or word in any declaration did I learn from Mr. Yanny. I have been the target of "fair" game since I left the organization in 1981, and understand its philosophy. I know the organization's litigation theories and practices and I understand the psychopathology of L. Ron Hubbard and why he and his organization came to be viewed by Courts as paranoid and schizophrenic. There is nothing Mr. Yanny could possibly tell me which would surprise me or be additional to what I know about this organization. Mr. Yanny has provided no "guiding principle" whatsoever. The organization, by making and maintaining fair game as its guiding principle, established the guiding principle in this litigation. The fair game doctrine will dog the organization as long as there are honest and free men or until the

organization, not denies its existence, but completely and sincerely repudiates it.

23. Mr. Lieberman states that "[my] philosophy of litigation is that facts and the truth are irrelevant and that all that is required to prevail is to allege whatever needs to be alleged." (Reply Stat Lim p.34) I have survived all the cross-examination and depositions by the organization, the documentation attacks by the organization, the character assassination by the organization, the use of my pre-clear folder information, the operations, the threats, the assaults, because truth is relevant. Although there undoubtedly is some memory loss over the past twenty-two years, and although there may even be some discrepancies in forty-seven days of sworn testimony, I have survived examination and cross-examination because I have, as much as is humanly possible, told the truth. I have said what I have known, known when I didn't know something, and stated my opinions as opinions. It is my opinion that one honest man can confront and vanquish a dishonest organization, no matter how big or how organized. Gratefully there are a few honest men to make the work lighter.

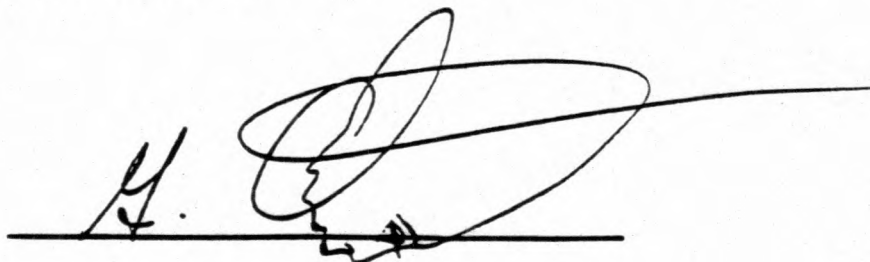
24. Mr. Lieberman states that "[t]he Aznarans' desperation to defeat this motion is so profound that they resort not only to the "just allege it" litigation philosophy of Joseph A Yanny's paralegal assigned to this case, Gerald Armstrong, but also to enlisting Armstrong's help in this cynical, say-anything-you-have-to approach to the truth." (Reply In Support of Defendants' Motion For Summary Judgment Pursuant To the First Amendment; hereinafter Reply First Am, p. 2) I am not Mr. Yanny's paralegal, and I am not assigned to this case. The desperation which resulted in the enlisting of my help had a purely logistical basis. Mr. Greene faced a mountain of organizational motions which required oppositions, and

no time to do them. He has no employees but a secretary who comes in a couple of evenings a week sometimes and sometimes on Saturdays. He needed simple office backup in the form of proofreading, photocopying, collating, hole-punching, etc. I am blessed with those simple office skills, and I have a knowledge of the subject matter and the cause in which Mr. Greene labors. I am aware of the awesome disparity of resources between Mr. Greene and the army of law firms, lawyers, paralegals, secretaries, and organizational legal machinery of his opposition. I am aware of the organization's policies and practices of neutralizing or eliminating the legal support of its enemies. How could anyone resist a call to help in this situation? It was not a conspiratorial thought that plunked me down over a year ago within running distance of the Hub Law Offices and sporting the same zip code. What it was was merely making the inevitable not only funny but easier.

25. Organization attorneys have made much of the fact that Joseph Yanny has been enjoined from representing me in litigation adverse to the organization. (Op To Ex P p.10; Supp Memo p.4) He is, of course, its former attorney. I have been working with Mr. Greene since August 17. I have not seen nor heard one word of Mr. Yanny's influence in this case, beyond the fact that the organization just alleged it.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on September 3, 1991 at Sleepy Hollow, California.

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the name 'H. [unclear]'. The line extends across the width of the signature.

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7 Attorney for Plaintiffs
8 VICKI J. AZNARAN and
9 RICHARD N. AZNARAN

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 VICKI J. AZNARAN and RICHARD N.
13 AZNARAN,

14 Plaintiffs,

15 vs.

16 CHURCH OF SCIENTOLOGY OF
17 CALIFORNIA, et al.,

18 Defendants.

19 AND RELATED COUNTER CLAIM

No. CV-88-1786-JMI (Ex)

DECLARATION OF FORD GREENE
REGARDING ALLEGED "TAINT"
OF JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

20 FORD GREENE declares:

21 1. I am an attorney licensed to practice law in the Courts
22 of the State of California, am admitted to the Bar of this Court,
23 and am the attorney of record for Vicki J. Aznaran and Richard N.
24 Aznaran, plaintiffs herein.

25 2.. Defendants, and their counsel, have recently submitted an
26 increasingly shrill litany of degrading aspersions regarding the
27 nature of my alleged affiliation with defendants' former lawyer,
28 Joseph A. Yanny. The purpose of this declaration is respond

1 thereto in a general manner because a point by point refutation is
2 not worth the time, effort and trouble required to articulate.

3 3. The suggestion, much less the claim, that I am somehow
4 the puppet of Yanny is ludicrous. In short, my response to the
5 allegations of defendants regarding the Yanny taint and the extent
6 to which it has been alleged to be spread on me is as follows:
7 My writing in this case has thus far been stylistically and
8 substantially consistent. As the court will note from my
9 opposition to Scientology's initial summary judgment motion (with
10 the exception of the injudicious use of the term "Cult") in this
11 case to my most recent oppositions, I have a particular style of
12 legal expression that is my own. The content and approach thereof
13 is relatively consistent. The hand that so writes is mine, not Mr.
14 Yanny's.

15 4. I was responsible for articulating the theory which the
16 California Supreme Court in Molko v. Holy Spirit Association (1988)
17 46 Cal.3d 1096 found persuasive. That theory primarily deals with
18 the interrelationship between deceit and coercion as those
19 ingredients impact upon an individual's ability to reason and
20 capacity to exercise an informed consent to organizational
21 affiliation. I am convinced that "brainwashing" is the intentional
22 and deliberate application of specific and identifiable techniques
23 designed to undermine an individual's ability to reason and
24 severely impair his capacity to exercise an informed consent so as
25 to replace those volitional ingredients with an indiscriminate and
26 unconditional obedience to the commands of the leadership. I
27 understand the manner in which brainwashing attacks an individual's
28 sense of identity and achieves dominance of such individual. I am

1 convinced that a coercive, closed group or "cult" is a group of
2 people, often masquerading in the guise of a religion, the members
3 of which are unconditionally and indiscriminately obedient to the
4 commands of a single leader who claims to have a direct
5 relationship with God, or some greater-than-human source of
6 authority.

7 5. In varying ways, and from different points of reference,
8 my participation in the case at bar has involved the application,
9 within the confines of the law, of the specialized knowledge I
10 possess having to do the deceit and undue influence practiced by
11 the Scientology organization. I believe my analysis in this
12 regard, as it has been expressed in writing in this case, is
13 ascertainable and has been consistent during the pendency of the
14 case at bar. Joseph Yanny never has had anything to do with the
15 way I think and the manner in which I apply and/or express the
16 knowledge I possess.

17 6. I have met with John Koresko on a Saturday and Sunday in
18 early August. In assisting Mr. Yanny accomplish the transition of
19 the case back to my office, he delivered to me papers that had been
20 filed in this matter during the period that Yanny was attorney of
21 record (including papers, filed by defendants, which falsely stated
22 that I had been in a rehabilitation facility for substance abuse).
23 Mr. Koresko offered his assistance in helping me get up to speed.
24 I provided Mr. Koresko with copies of Scientology's table of
25 authorities extracted from each of its six pending motions and sent
26 him to the Marin County Law Library with instructions to make
27 photocopies of each of the cases that was not a California case (I
28 have a full-service California law library). I received no

1 litigation instructions of any sort from Koresko, Yanny originated
2 or otherwise.

3 7. I am grateful for the on-going assistance that I have
4 received from Gerry Armstrong. While I have worked - at times
5 around the clock - he has assembled the products of my labors and
6 ensured that they were prepared for filing and service. I have
7 received no Yanny originated suggestions regarding how to litigate
8 against Scientology from Armstrong and the suggestion that he is
9 Yanny's shill and that I am the dupe of both is laughable.

10 8. I am informed and believe and allege thereon that
11 defendants have in the past, and will continue in the future, to
12 exploit their fallen relationship with their former attorney as a
13 manner of attempting to obfuscate the real issues in the case at
14 bar. It is more expedient for Scientology to cry wolf and attempt
15 to engender sympathy than to meet the issues head on and fight
16 clean.

17 9. During my participation in the instant litigation, my
18 office, my home, the home of girlfriend and her person have been
19 the subjects of repeated and on-going surveillance. In spring
20 1989, Scientology operatives rented an apartment unit across the
21 street from my office in order to maintain around-the-clock
22 surveillance of me, my clients and friends. During the last month
23 the street in front of my office and the parking lots across the
24 street have been crawling with Scientology investigators with their
25 cameras, video-cameras, binoculars, cellular telephones and yellow
26 legal pads. My neighbors have expressed fear to me regarding the
27 meaning of such activities. Scientology, through its chief
28 "investigator" Eugene Ingram, has managed to generate

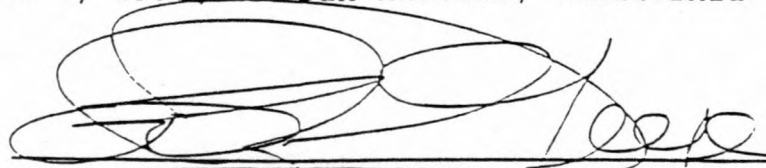
1 investigations of me by the F.B.I., Los Angeles County District
2 Attorney's Office and State Bar for allegedly committing perjury in
3 what I am informed and believe has been an effort to obtain my
4 "disqualification" from representing the Aznarans, or subject me to
5 retribution for being so bold as to stand in opposition to the
6 Scientology organization. I am informed and believe that the
7 reason that Eric Lieberman telephoned me in February or March 1991
8 in order to seek a stipulated continuance of the April 9 trial date
9 in the case at bar was so that Ingram would have enough time to
10 generate a criminal prosecution against me. I am informed and
11 believe that no such prosecutions will be forthcoming. I am
12 informed and believe that in the spring of 1989 Scientology
13 operatives searched through my office garbage, in order to find the
14 names of cases, clients, and opposing counsel whom then were
15 contacted in an attempt to stir up trouble for me; I have been
16 contacted by such people who have reported such activities to me.

17 10. I am losing patience with the tactics of my adversaries.
18 I assure the court that the moral conviction required to endure
19 such extra-judicial harassment, and work around the clock
20 responding to the pounds of motions filed by Scientology, would
21 never exist were I another man's puppet.

22 11. I am my own man and do not consult with Joseph Yanny
23 concerning litigation strategies in this case.

24 Under penalty of perjury pursuant to the laws of the United
25 States I hereby declare that the foregoing is true and correct
26 according to my first-hand knowledge, except those matters stated
27 to be on information and belief, and as to those matters, I believe
28 them to be true.

Executed on September 4, 1991, at San Anselmo, California



FORD GREENE

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FORD GREENE, ESQUIRE
711 SIX FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1940
(415) 258-0360

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DECLARATION OF FORD GREENE REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California: SEE ATTACHED SERVICE LIST

- (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
- (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: September 4, 1991

HUB LAW OFFICES
FORD GREENE, ESQUIRE
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94060-1940
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AZNARAN vs. SCIENTOLOGY

Service List

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2 Clifton, Polson & Elstead
3 6140 Stoneridge Road
4 Suite 500
5 Pleasanton, California 94588
6
7 EARLE C. COOLEY
8 Cooley, Manion, Moore & Jones, P.C.
9 21 Custom House Street
10 Boston, Massachusetts 02110
11
12 ERIC LIEBERMAN
13 Rabinowitz, Boudin, Standard,
14 Krinsky & Lieberman, P.C.
15 740 Broadway at Astor Place
16 New York, New York 10003-9518
17
18 WILLIAM T. DRESCHER
19 23679 Calabasas Road, Suite 338
20 Calabasas, California 91302
21
22 MICHAEL L. HERTZBERG
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24 New York, New York 10003-9518
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26 LAURIE J. BARTILSON
27 Bowles & Moxon
28 6255 Sunset Boulevard, Suite 2000
29 Hollywood, California 90028
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31 JAMES H. BERRY, JR.
32 2049 Century Park East
33 Suite 2750
34 Los Angeles, California 90067
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36 JOHN J. QUINN
37 Quinn, Kully & Morrow
38 520 South Grand Avenue
39 8th Floor
40 Los Angeles, California 90071
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EX. P

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1 HUB LAW OFFICES
2 Ford Greene, Esquire
3 California Bar No. 107601
4 711 Sir Francis Drake Boulevard
5 San Anselmo, California 94960-1949
6 Telephone: (415) 258-0360

7
8 Attorney for Plaintiffs
9 VICKI J. AZNARAN and
10 RICHARD N. AZNARAN

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 VICKI J. AZNARAN and RICHARD N.)
14 AZNARAN,)
15 Plaintiffs,)
16 vs.)
17 CHURCH OF SCIENTOLOGY OF)
18 CALIFORNIA, et al.,)
19 Defendants.)

No. CV-88-1786-JMI (Ex)

DECLARATION OF GERALD
ARMSTRONG IN OPPOSITION
TO MOTION TO EXCLUDE
EXPERT TESTIMONY

20 AND RELATED COUNTER CLAIM

21 I, GERALD ARMSTRONG, declare:

22 1. I was a Scientologist from 1969 to 1981 and held many
23 organizational positions during that period. I was also the
24 defendant in an action entitled Church of Scientology vs.
25 Armstrong, in Los Angeles Superior Court. Judge Breckenridge's
26 opinion in that case was affirmed by the California Court of Appeal
27 on July 29, 1991.

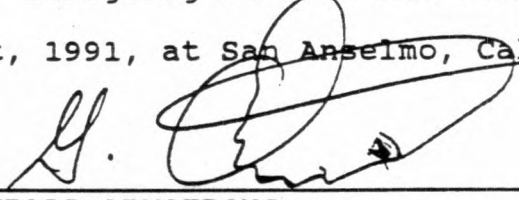
28 2. Throughout 1980 and 1981 I was L. Ron Hubbard's
biographical researcher and archivist. During that period I read

1 and studied his letter dated September 7, 1955 to the Federal
2 Bureau of Investigation and I provided a copy of it to writer, Omar
3 V. Garrison for his use in a biography of Hubbard. A true and
4 correct copy thereof is attached hereto as Exhibit 1.

5 3. While I was a Scientologist I read and studied L. Ron
6 Hubbard's Technical Bulletin of July 22, 1956. It was published in
7 the 1970's in bound volumes of Hubbard's "technical" writings and
8 has continued to be published in later volumes up to the present
9 time. A true and correct copy is attached hereto as Exhibit 2.

10 Under penalty of perjury, pursuant to the laws of the United
11 States I hereby declare that the foregoing is true and correct.

12 Executed this 26th day of August, 1991, at San Anselmo, California.

13 
14 _____
15 GERALD ARMSTRONG

HUB LAW OFFICES
FORD GREENE, ESQUIRE
711 SIX FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

RON HUBBARD, D.I. PH.

(SI)

Box 242
Silver Spring, Md.
Sept. 7, 1955

TO THE FEDERAL BUREAU OF INVESTIGATION
Communist Activities

Gentlemen:

A series of sudden insanities and disturbances in Dianetic and Scientology groups reached seven last week on the West Coast.

In Atomic Energy's Richland, Washington a young boy who had never been treated with Dianetics or Scientology but whose father Verne McAdams is the local Scientology group leader in Richland suddenly and mysteriously became insane, so suddenly and so thoroughly that the head of the institution for insane in Richland, evidently of good security, suspects the use of LSD, the insanity producing drug so favored by the APA. Two of our ministers in that area at my request went further into the situation and by means we will not detail recovered from the boy information of which his family had been entirely ignorant. On instructions to find the "other psychiatrist" our ministers by this means located an unsuspected one in Atomic Energy's front yard, a man who had been the construction company doctor during the building of Richland and who had then turned psychiatrist and whose name strangely enough is Menkowski (sp?). The boy had evidently had some association with this man before this sudden onset.

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With this information not yet cool long distance from San Francisco Bay Area notified us of the sudden and inexplicable descent into insanity of one Wanda Collins. She is ravingly insane and yet was completely sane a day ago. Her people and our people cannot account for a missing nine hour period just before this onset. You should be interested in this because Wanda Collins resigned from the Communist Party some time ago, foreswore it and tried to make amends with Scientology and would be a logical candidate for an LSD attack.

SEE REVERSE SIDE FOR
ADD. DISSEMINATION

Concurrently with this in Phoenix, Arizona

RECORDED-1041 4-1-1955

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SEP 20 1955

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our Mr. Edd Clark was suddenly arrested "for practising medicine without a license", and this is very odd because he is the first Dianeticist or Scientologist in five years of world wide operation to be so accused. He could not have been practising medicine because Dianetics and Scientology seek only to assist able people to improve their talents and have no interest in sickness or insanity. He was arrested and without any search warrant all his papers and letters were seized even down to blank typewriter paper and were carried away, a fact which places this matter quite solidly in the field of the F.B.I.. Mr. Clark is a half-blind deaf old man. He was once a chiropractor but has long since ceased to be one. He was told by the County Attorney that the County Attorney meant to "get to the bottom of this thing about Hubbard and Scientology."

The "bottom of the thing" can be found in "Who Knows and What" and "Who's Who in the East" in the local library or from bookstores which carry my books. My own life is about as hard to investigate as a white rock on a summer's day.

It is not uncommon in the past five years to have judges and attorneys mad-dogged at about what a terrible person I am and how foul is Scientology. Persons never named or available step in, spread violent tales and accusations and vanish. This mad-dogging has evidently been done at this County Attorney to prompt such a foolish action. This makes the third civil official in that area to go off half-cocked about Scientology. When it is all done and Scientology has been neatly ruined by the newspapers in the area and when all the charges have been quashed there is no one from whom any recompense can be drawn. "It was all a mistake"...

In 1950 the Dianetics Foundations were violently attacked and discredited. The 200 Foundation employees, when screened, yielded 35 Communist-connected persons. That done the commotion stopped. After three quiet years in the Phoenix area we forwarded to the Defense Department data on brain-washing. Instantly

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(51)

we became the subject of violence. Four people were seized by psychiatrists in that area to date and to this day so far as I know are still being held, their sanity shattered.

After we so informed the Defense Department about brain-washing technologies in our hands and offered them, we have been in a state of siege. Understand that we accuse the D.D. of nothing.

Psychiatrists as far north as Seattle have said they were "out to get every Scientologist." An Internal Revenue official has used those very words before witnesses and said he was going to get to the bottom of this thing in Phoenix. People in suspicious condition were sent from one place in Southern California to be "treated by Scientology" for insanity and yet we have no interest in treating anyone, especially the insane. Now two more people go suddenly and inexplicably insane in widely different places both the same way. All manner of defamatory rumors have been scattered around about me, questioning even my sanity which is fortunately a matter of good record with the Navy as by statement "having no psychotic or neurotic symptoms whatsoever."

I have a wife and three little kids. I have a good many thousand people scattered around the world trying to help their fellow man and I am responsible for these people. I am trying to turn out some monographs on matters in my field of nuclear physics and psychology for submission to the government on the subject of alleviating some of the distress of radiation burns, a project I came east to complete. This lawless and brutal attack on Scientology now spreading evidently to three states will probably not end until a great deal of injustice and human suffering has occurred.

Would you please discover for me or for yourselves the exact names and whereabouts of the persons whose statements inflamed the County Attorney in Phoenix in arresting a half-blind old man and seizing all his books and papers. If we have those names and if we trace them back we will have someplace to start on this madness


(13)

RON HUBBARD, D.D. PH.D.

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which now reaches into three states. Can you
do this for us?

I am getting additional copies of the material
which was offered to the Defense Department since
that agency has not acknowledged or returned
anything shipped to it about brain-washing and
when I have these copies I will send one to you
for this is the only starting place I know about
for this outbreak and the matter, while far from
conclusive at least tells me that something went
astray which was dangerous in the wrong hands.

Could you please have your Phoenix office
obtain the names of the people who defamed us to
the County Attorney? Your Bay Area and Richland
offices have already been apprised of the incidents
in those areas.


L. Ron Hubbard

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EXHIBIT 2

HUBBARD COMMUNICATIONS OFFICE
217a Kensington High Street, London W.8

RUSH

July 22nd, 1956

To U.S. ONLY Julia Lewis, Dick Steves, L. Ron Hubbard, Jnr.

To England ONLY Association Secretary (Jack Parkhouse)
Director of Processing (Ann Walker)
Director of Training (Dennis Stephens)

Staff Auditors, Instructors and Auditors close to Operation only.

TECHNICAL BULLETIN OF 22 JULY 1956

I feel the urge to communicate to you the best news since 1950.

I have whipped the problems of the whole track and memory of the past and can resolve the worst cases we have ever had. That is a huge statement *but* I have solved and can untangle in an intensive the problems of the vacuum and havingness plus memory and health and have just done so. Hence the exuberance.

Also, other auditors can solve these in a case as well. NIBS has just cracked two six-year-standing Black Fives using some of this material and Herbie Parkhouse has had considerable luck with solids.

We are now capable of solving Book One style cases to the extreme level of clear.

No wild burst of enthusiasm is here intended. I have to put the finishing touches on a lot of things and the process is still slow—25 to 75 hours. But I've now done it and seen it done to worse cases than any you've had. And that's fact!

Okay. It's not simple. It requires a minute understanding of Book One. It would take me 50 pages to explain all I've lately found about vacuums. You haven't seen the last of me or of study, but you will have seen the last of unsuccessful cases providing only that we have time and environment in which to audit them.

We can make homo novis. (AND give a grin to those who kept standing around bleating, "Where are the clears?")

We know more about life now than life does—for a fact, since *it* was reaching, we can communicate about the reactions.

The process is concerned with "making it solid" combined with effects. It isn't easy. It is wonderfully complex and delicate. But it *has* been done. And it is being done.

Our cases gained but sometimes slumped. Why? Because an electronic vacuum restimulated on the track after sessions, and robbed the case's havingness.

A vacuum isn't a hole. It's a collapsed bank. Every lifetime bank is collapsed into a vacuum.

The formula is—

1. Run pc on start-change and stop for *hours* until he is under auditor's control, in session and (often) exteriorized.
2. Then run him with commands "What are you looking at?" "Good." "Make it solid."

He will eventually hit a vacuum. (He'd hit it faster on "Recall a can't have" but it's too fast.) Here's the tangle. The vacuum is a super-cold mass or an electric shock. This "drank up" bank electronically (brainwashed him). The energy drunk turned black. Hence black cases. (Does not apply only to black cases however.)

3. Run, interspersed with solids and "objective can't have" on the room, "Tell me an effect object (that drank bank) could *not* have on you," and "Tell me an effect you could have on object." Object may be electrodes or supercold plate or even a supercold glass.

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EXHIBIT

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PAGE 8

Caution, handle one vacuum at a time. These vacuums go back for 76 Trillion years. They were the original brainwash thetans did to one another, then psychiatrists (on the whole track) did expertly (modern psychiatrists are punks, modern shock too feeble to do more than restimulate old vacuums).

Take the vacuum that comes up running solids, or even "Recall a can't have", whatever it is and solve it as above.

This is delicate auditing. If you restimulate a vacuum too hard, the whole track groups on it.

Read Book One. Add vacuums instead of word groupers, use above and you'll probably get through to success. Nibs did and I had given him less than you have here. Of course, he's one of the best auditors in the business, so go easy. And Herbie Parkhouse is no slouch.

CAUTIONARY

This is true--

1. We have created the *permanent* stable clear.
2. In creating him we have a homo novis in the full sense, not just an Operating Thetan.
3. We now know more than life. An oddity indeed!
4. We now know more about psychiatry than psychiatrists. We can brainwash faster than the Russians (20 secs to total amnesia against three years to slightly confused loyalty).
5. We can undo whatever psychiatrists do, even the tougher grade from away back. We can therefore undo a brainwash in 25 to 75 hours.
6. We can create something better than that outlined and promised in Book One.

BUT

1. We need to know more and be more accurate than ever before about the time track and auditing. I have not given a thousandth of what I know about this.
2. We have a new game but also new responsibilities amongst men.
3. This data in the wrong hands before we are fully prepared could raise the Devil Literally.
4. Because we know more than the Insanity Gang, we're not fighting them.
5. Because we can undo what we do, we must retain a fine moral sense, tougher by far than any of the past.
6. We can create better than in Book One now *only* if we know Book One and know our full subject.

AND WE DO NOT YET KNOW ALL THE SAFETY PRECAUTION TO BE USED.

I will be giving this data in full at the Games Congress, Shoreham Hotel, WASHINGTON, D.C., August 31st, to September 3rd, 1956.

The exact regimen of this will be SLP 8 and will include the total picture of separating valences from bodies (which must still be done by the auditor, a formula I now have).

I have given you this data in this bulletin at this time because now I know I know and I want you to share in seeing the surge of vision which will be our future.

L RON HUBBARD

P.S. (Actually, contrary to rumor, it hasn't all been done before. If it had been, the guy who is saying it has would be clear!)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GERALD ARMSTRONG,
Cross-Complainant,
v.
CHURCH OF SCIENTOLOGY OF
CALIFORNIA, a California
Corporation,
Cross-Defendant.

No. C 420 153
(Severed Action)

ORDER DISMISSING ACTION
WITH PREJUDICE

ORIGINAL FILED
DEC 11 1986
COUNTY CLERK

Upon consideration of the parties' Stipulation for
Dismissal, the "Mutual release of All Claims and Settlement
Agreement" and the entire record herein, it is

ORDERED AND ADJUDGED:

1. That this action is dismissed with prejudice.
2. That an executed duplicate original of the parties' "Mutual Release of All Claims and Settlement Agreement" filed herein under seal shall be retained by the Clerk of this Court under seal.

Dated: December 11, 1986

51 **PAUL G. BRECKENRIDGE, JR.**
Hon. Paul G. Breckenridge

Margery WAKEFIELD, Plaintiff,

v.

The CHURCH OF SCIENTOLOGY
OF CALIFORNIA, Defendant-
Appellee.

Times Publishing Company and Tribune
Company, Appellants.

No. 89-3796.

United States Court of Appeals,
Eleventh Circuit.

Aug. 12, 1991.

Religious organization sought orders to show cause why plaintiff, which had brought suit against organization, should not be held in civil and criminal contempt for violating confidentiality requirement of settlement agreement. Newspapers' motions for access to contempt hearings and related pleadings, proceedings, and records, to determine if their reporters' qualified privilege prevented them from being compelled to testify, was denied by the United States District Court for the Middle District of Florida, No. 82-1313 CIV-T-10, Elizabeth A. Kovachevich, J., and newspapers appealed. The Court of Appeals, Hatchett, Circuit Judge, held that newspapers' appeal from order denying them access to contempt hearings did not fall within capable of repetition, yet evading review exception to mootness doctrine.

Case dismissed.

1. Federal Courts ⇐721

Newspapers' appeal from order denying newspapers' motions for access to evidentiary hearing at which hearing newspa-

per reporters had been subpoenaed did not satisfy requirements for capable of repetition, yet evading review exception to mootness doctrine after hearing was held; and newspaper which had reported on case did not seek to intervene until two years after closure, and case involved unique circumstances, such as plaintiff's "constant disregard and misuse of the judicial process," on which closure order was based U.S.C.A. Const.Amend 1.

2. Federal Courts ⇐614

Parties may make alternative claims, change claims, or sometimes file inconsistent claims, but may not do so in appellate court. Court of Appeals reviews case tried in district court and does not try ever-changing theories parties fashion during appellate process.

3. Federal Courts ⇐723

When addressing mootness, Court of Appeals determines whether judicial activity remains necessary.

4. Federal Courts ⇐723

Three exceptions to mootness doctrine exist: issues are capable of repetition yet evading review; appellant has taken all steps necessary to perfect appeal and to preserve status quo; and trial court's order will have possible collateral legal consequences.

5. Federal Courts ⇐723

Capable of repetition, yet evading review exception to mootness doctrine applies if challenged action is of too short a duration to be fully litigated prior to its cessation, and reasonable expectation exists that same complaining party will be subject to same action again.

Synopsis, Syllabi and Key Number Classification
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The Synopsis, Syllabi and Key Number Classification constitute no part of the opinion of the court.

054

6. Federal Courts \S 723

Mere hypothesis or theoretical possibility is insufficient to satisfy test for capable of repetition, yet evading review exception to mootness doctrine.

Appeal from the United States District Court for the Middle District of Florida.

Before HATCHETT and COX Circuit Judges, and HENDERSON, Senior Circuit Judge

HATCHETT, Circuit Judge:

We dismiss this case, which at one time touched upon important first amendment issues, because the case has been rendered moot.

FACTS

Margery Wakefield and three other plaintiffs alleged that the Church of Scientology of California (the Church) committed various wrongful acts against them. On August 14, 1986, Wakefield, the other plaintiffs, and the Church entered into a settlement agreement which included provisions enjoining Wakefield and the other plaintiffs from discussing, with other than immediate family members, (1) the substance of their complaints against the Church, (2) the substance of their claims against the Church, (3) alleged wrongs the Church committed, and (4) the contents of documents returned to the Church. The district court approved the settlement agreement, sealed the court files, and dismissed the case with prejudice. The dismissal order specifically gave the court jurisdiction to enforce the settlement terms. Nonetheless, Wakefield publicly violated

the settlement agreement's confidentiality provisions.

In 1987, both the Church and Wakefield filed motions to enforce the settlement agreement. The district court requested that a magistrate judge address whether either party had violated the settlement agreement. On September 9, 1988, the magistrate judge issued a report and recommendation which concluded that Wakefield had violated the settlement agreement, and the Church had fully complied with the agreement's terms and conditions. On November 3, 1988, the Times Publishing Company (the Times), which publishes the *St. Petersburg Times*, moved to intervene in this lawsuit, to unseal the court files, and to gain access to any contempt hearings. In its motions, the Times alleged that the sealed court records and closed proceedings violated its and the public's constitutional and common law rights of access to judicial proceedings and records. In opposing the motions, the Church argued that they were untimely and barred by laches. On May 16, 1989, the district court adopted the magistrate judge's report, issued a preliminary and permanent injunction against Wakefield, and referred the Times's motion to intervene to the magistrate judge.

Notwithstanding the court's injunction, Wakefield continued to publicize the lawsuit. Thus, on July 18, 1989, the Church sought orders to show cause why Wakefield should not be held in civil and criminal contempt. The Church also sought damages, costs, and attorney's fees. To support its requests, the Church submitted excerpts of newspaper, television, and radio interviews attributed to Wakefield.

On August 15, 1989, the magistrate judge submitted a report and recommenda-

tion addressing Times's motion to intervene. He recommended that absent a compelling reason, all future proceedings and the court files, except for documents pertaining to the settlement, should be open and that Times be allowed to intervene. Due to events discussed later in this opinion, the district court has not issued a final order on these issues.

The district court scheduled an evidentiary hearing to address the Church's contempt motion. As witnesses at the hearing, the Church subpoenaed reporters for the *St. Petersburg Times* and the *Tampa Tribune*. Consequently, the Times, and the Tribune Company, which publishes the *Tampa Tribune* (the newspapers), filed motions for access to hearings, pleadings, proceedings, and records related to the contempt hearings in order to determine if their reporters' qualified privilege prevented them from being compelled to testify.

PROCEDURAL HISTORY

On September 11, 1989, the district court held an *in camera* proceeding to rule on the newspapers' motions. The district court denied the newspapers' motions for access to the hearings because the Church subpoenaed the reporters only to establish the source and accuracy of the statements attributed to Wakefield. The district court also held that the reporters waived any privilege by publicly attributing the statements to Wakefield.

In considering the newspapers' motions, the district court stated, "due to the plaintiffs' complete and utter disregard of prior orders of this court, the court concludes that any restriction short of complete closure would be ineffective." It further held that "[p]ublicity of a private crusade has become her end, not the fair adjudication of

the parties' dispute. In doing so, plaintiff is stealing the court's resources from other meritorious cases." Thus, the district court closed the contempt proceedings to the public and the press referring further proceedings to a United States Magistrate Judge. The magistrate judge began contempt hearings on September 11, 1989.

On September 18, 1989, the newspapers filed a Notice of Appeal, a Motion for Expedited Appeal, and a Motion for Stay Pending Appeal. On September 29, 1989, this court granted expedited appeal, but denied the newspapers' emergency motion for a stay of the contempt proceedings pending resolution of the expedited appeal.

On appeal, the newspapers argued that the closure violated their first amendment and common law rights of access to judicial proceedings. They contended that the public's right of access outweighs the rationale for keeping the settlement agreement confidential. The Church contended that Wakefield's "open and defiant contumacious conduct" mandated closure and that the newspapers did not enjoy an absolute constitutional or common law right of access to civil proceedings.

During our first oral argument, we learned that the newspapers had never requested the district court to allow access to the contempt hearing transcripts. Since the hearings had been completed before oral argument, we issued a November 17, 1989, order which temporarily remanded the case to the district court for the limited purpose of allowing the newspapers to seek access to the contempt hearing transcripts. The order further instructed the district court to rule on such a request "within a reasonable time."

On June 25, 1990, eight months after the last contempt hearing, the magistrate judge submitted a report and recommendation which concluded that Wakefield had willfully violated the court's injunction. He further held that while a civil contempt finding could be appropriate, he suggested the case be referred to the United States Attorney's office for prosecution on the criminal contempt charges. The district court has not issued a final order addressing whether Wakefield is in civil or criminal contempt.

Furthermore, almost a year after our ¹oratory remand, the district court had ²ruled on the newspapers' requests for access to the contempt hearing transcripts. Thus, the newspapers filed a motion requesting that this court clarify the "reasonable time" language in the November 17, 1989, order. In order to speed finalization of this matter, this court denied the clarification motion, but issued an order stating, "[a]fter December 3, 1990, this court will entertain a request for relief addressing the delay that has occurred since our remand to the district court provided that relief has been sought." After this clear signal for action, the district court issued a November 21, 1990, order unsealing the civil contempt proceeding transcripts, except for those portions which disclosed the settlement agreement terms.

On March 21, 1991, the newspapers filed a motion requesting a second oral argument, which the Church opposed. On April 18, 1991, we granted the newspapers' motions for a second oral argument, instructing the parties to address (1) whether the case was moot, (2) whether a case or controversy remained, and (3) whether a reasonable possibility of settlement existed

ISSUE

The sole issue we discuss is whether this case is moot.

CONTENTIONS

The newspapers argue that this case is not moot because the court can grant relief which will affect the parties by ordering release of all the judicial documents relating to the contempt hearing and the unreleased transcript pages.

The Church contends that this case is moot and does not present a case or controversy which this court may address. It emphasizes that the newspapers initially sought access to the proceedings to represent their reporters, then under subpoena. It argues that this aspect of the case is absolutely moot because the Church released the reporters from their subpoenas.

DISCUSSION

[1,2] This case, at its beginning, presented an interesting and important issue: under what circumstances may civil judicial proceedings be closed to the public and the press? Unfortunately, the newspapers did not prevail in their efforts to halt the proceedings; this court denied their motions to stay the proceedings pending the expedited appeal. The newspapers argue that we should address whether a constitutional right of access to civil proceedings exists. To do so, however, would constitute an advisory opinion. The hearing that is the subject of this case terminated almost two years ago. Although the newspapers have an interest in the constitutional question, perhaps for future cases, no "live" case or controversy remains in this case. The hearings have been completed, and the newspapers have been given the

hearing transcripts.¹

[1] When addressing mootness, we determine whether judicial activity remains necessary. *Warth v. Seldin*, 422 U.S. 490, 499, 95 S.Ct. 2197, 2205, 45 L.Ed.2d 343 n.10 (1975). "A case becomes moot, and therefore, nonjusticiable, as involving a case or controversy, 'when the issues presented are no longer "live" or the parties lack a legally cognizable interest in the outcome.'" *B & B Chemical Co. v. United States E.P.A.*, 806 F.2d 987, 989 (11th Cir.1986) (quoting *United States v. Geraghty*, 445 U.S. 388, 396, 100 S.Ct. 1202, 1208, 63 L.Ed.2d 479 (1980)).

[1] Three exceptions to the mootness doctrine exist: (1) the issues are capable of repetition, yet evading review; (2) an appellant has taken all steps necessary to perfect the appeal and to preserve the status quo, and (3) the trial court's order will have possible collateral legal consequences. *B & B Chemical Co.*, 806 F.2d at 990.

The newspapers argue that this case falls within the "capable of repetition yet evading review" mootness exception. They argue that a case is not moot if this court can grant relief that affects the interested parties. *Airline Pilots Association v. U.A.L. Corp.*, 897 F.2d 1391 (7th Cir.1990); *Wilson v. U.S. Department of Interior*, 799 F.2d 591 (9th Cir.1986). Thus, they assert that we should order the release of all the judicial documents related to the

1. It is also noteworthy that the newspapers have changed their claims as the case has progressed. They first sought access on constitutional and common law grounds, then they sought access to protect their reporters from compelled testimony. Finally, with full knowledge that the hearings had been completed, the newspapers never sought the hearing transcripts until prompted to do so by this court. Now with all but eleven pages of the hearing transcript, the

contempt hearing and the unreleased transcript pages. In their view, these documents are essential so that the public can understand what happened to Wakefield.

[1] The newspapers do not meet the exceptions' two conditions in order for the capable of repetition, yet evading review exception to apply. (1) the challenged action must be of too short a duration to be fully litigated prior to its cessation, and (2) a reasonable expectation must exist that the same complaining party will be subject to the same action again. *Weinstein v. Bradford*, 423 U.S. 147, 149, 96 S.Ct. 347, 348, 46 L.Ed.2d 350 (1975).

As an example of the action's short duration, the newspapers assert that they acted promptly by filing during the contempt proceeding's adjournment a motion for a stay pending the appeal of the district court's closure. The record refutes this assertion. The underlying case has been in the federal court system since November 29, 1982. Even prior to the 1986 closure, the Times reported on the Wakefield case, but not until 1988, did Times seek to intervene. Additionally, the newspapers did not appeal the closure order until the contempt hearing had been adjourned for a continuance. These facts refute the newspapers' assertions of the action's short duration.

Likewise, the newspapers cannot satisfy the second condition. In addressing the

newspapers seek the eleven pages on constitutional and common law grounds. Many of the theories presented to this court were never presented to the district court. Parties may make alternative claims, may change claims, may sometimes file inconsistent claims, but parties may not do so in the appellate court. This court reviews the case tried in the district court, it does not try ever-changing theories parties fashion during the appellate process.

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second condition, the newspapers argue that if this court does not offer judicial guidance, a "reasonable expectation" exists that this controversy will occur again. They specifically state that they "continue to expect and suspect that secret church proceedings are being or will be held," and suspect that the Church will bring contempt proceedings against the other plaintiffs. The record does not support these suspicions.

16] This case involves unique circumstances which are not easily repeated. Wakefield's constant disregard and misuse of the judicial process mandated partial closure. Since Wakefield's contempt hearing concluded, the Church has not instituted nor has the district court conducted any additional contempt hearings, show cause hearings, or *in camera* proceedings. Furthermore, nothing indicates that the Church contemplates these actions. Although the newspapers' suspicions that se-

2. As earlier noted, the hearings were not halted because the newspapers did not prevail on their motions for stay pending appeal. We must assume that in the proper cases stays will be granted.

cret church and contempt proceedings will occur constitute a theoretical possibility, a mere hypothesis or theoretical possibility is insufficient to satisfy the test stated in *Wenstern Morgan v. Roberts*, 702 F.2d 945, 947 (11th Cir.1983). Thus, no "reasonable expectation" exists that this controversy will occur again.²

The newspapers' interest in the important constitutional issue which was once alive in this case is understandable. Nevertheless, we must wait for another case with a current controversy, and with a well-developed record to address the issue. The fact that much of the delay in this case is attributable to a busy and overburdened federal district court is unfortunate.

Because the newspapers cannot satisfy the capable of repetition, yet evading review requirements, this case is moot. Accordingly, this case is dismissed.³

DISMISSED.

3. We express no opinion on whether the remaining eleven pages of the transcripts may properly be sought in another federal lawsuit.

DO NOT PUBLISH

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 89-3506
Non-Argument Calendar

District Court Docket No. 81-174-CIV-T-17

NANCY McLEAN, and
JOHN McLEAN, her son,

Plaintiffs-Appellants,

versus

THE CHURCH OF SCIENTOLOGY OF CALIFORNIA,
MARY SUE HUBBARD, L. RON HUBBARD,
JOSEPH PETER LISA, MILTON WOLFE and
MERREL VANNIER,

Defendants-Appellees.

Appeal from the United States District Court
for the Middle District of Florida

(September 17, 1991)

Before TJOPLAT, Chief Judge, JOHNSON and EDMONDSON, Circuit Judges.

PER CURIAM:

Appellant McLean appeals the district court's order permanently enjoining her from disclosing any information about her lawsuit against

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the Church of Scientology (Church) and the resulting Settlement Agreement entered into between McLean and the Church. We affirm.¹

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McLean and her son sued the Church in 1981. In August 1986 McLean and the Church entered into a court-supervised Settlement Agreement requiring the Church to pay an undisclosed sum to McLean and requiring McLean to turn over to the Church any documents relating to the litigation and prohibiting McLean from, among other things, discussing with anyone, other than immediate family members, the circumstances surrounding the litigation or discussing any factual evidence that might have supported the litigation. In March 1988 the Church moved for a preliminary and a permanent injunction, claiming

¹ The outcome of this decision was delayed pending final resolution of the issues in Wakefield v. Church of Scientology, ___ F.2d ___ (11th Cir. 1991) (finding moot the motion filed by local newspapers seeking access to the Settlement Agreement entered into among the Church and various plaintiffs). Because the Wakefield decision has no impact on the merits of this case, we need discuss it no further.

that McLean was violating the terms of the Settlement Agreement and that she should be enjoined from further violations.²

The district court referred the matter to a magistrate judge. The magistrate judge admitted into evidence affidavits submitted by the Church, indicating that McLean had violated the terms of the settlement agreement. The magistrate judge also heard testimony from McLean, who was given a full opportunity to rebut the matters contained in the affidavit. After considering the matter, the magistrate judge issued a Report and Recommendation concluding that McLean violated the Agreement. The district court accepted the Report and Recommendation and entered against McLean a preliminary and a permanent injunction that enjoined her from further disclosing the substance of her complaint and claim against the Church, alleged wrongs committed by the Church and the substance of documents that were returned to the Church under the Settlement Agreement. This appeal followed.

² Because the record in this case is under seal, our outline of the underlying facts of this appeal will be cursory.

II

McLean claims that the permanent injunction against her further disclosures should be reversed because the district court failed to give her proper notice that it consolidated the preliminary- and permanent-injunction hearings. We disagree. Although "it is generally inappropriate for a federal court at the preliminary-injunction stage to give a final judgment on the merits," University of Texas v. Camenisch, 101 S. Ct. 1830, 1834 (1981) (citations omitted), Rule 65(a)(2) of the Federal Rules of Civil Procedure allows consolidation of the preliminary-injunction hearing and the hearing on the merits of the permanent injunction. Fed. R. Civ. P. 65(a)(2). Before preliminary- and permanent-injunction hearings can be consolidated, though, parties must have notice of consolidation. Id.; Eli Lilly & Co. v. Generix Drug Sales, Inc., 460 F.2d 1096, 1106 (5th Cir. 1972).³ The district court's failure, however, to give notice "is not a sufficient basis for appellate reversal; [McLean] must

³ This court adopted as precedent all decisions of the former Fifth Circuit Court of Appeals decided prior to October 1, 1981. Bonner v. City of Pritchard, 661 F.2d 1206 (11th Cir. 1981).

also show that the procedures followed resulted in prejudice, i.e., that the lack of notice caused [McLean] to withhold certain proof which would show [her] entitlement to relief on the merits." Id.; cf. Garcia v. Smith, 680 F. 2d 1327, 1328 (11th Cir. 1982). After reviewing the record, we conclude that McLean has not been prejudiced.

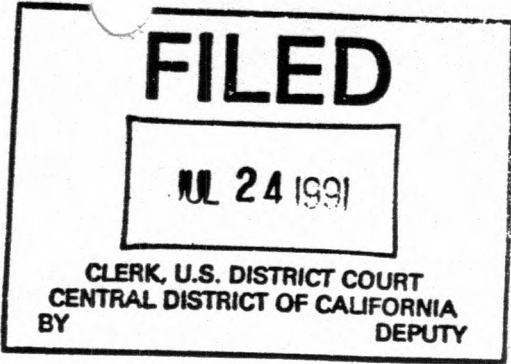
At the preliminary-injunction hearing, McLean testified among other things that she had reacquired certain documents turned over to the Church and that she was using these documents to "counsel" Church members. She testified further that she had discussed certain aspects of her suit against the Church with persons who were not members of her immediate family. If we view this testimony in the light most favorable to McLean and if we assume that any evidence she might have presented at a later hearing on the merits would have fully corroborated her testimony, we would still find that she violated the terms of the Settlement Agreement. So, because McLean in effect conceded that she was violating the terms of the Settlement Agreement, we conclude that she was not prejudiced by being denied notice of the consolidation of her preliminary and permanent injunction hearings.

McLean also argues on appeal that the district court erred in holding that reacquisition and disclosure of reacquired documentary evidence violated the Settlement Agreement. We find this argument to be completely without merit. If the district court had held that reacquisition alone violated the Settlement Agreement, we might be influenced. The district court, however, held that reacquisition and then disclosure violated the Settlement Agreement. We agree.

III

For the foregoing reasons, we AFFIRM the district court's order of preliminary and permanent injunctive relief to the Church.





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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN, et al.)	CV-88-1786 JMI (Ex)
)	
Plaintiffs,)	ORDER VACATING COURT'S
)	PRIOR APPROVAL OF SUBSTITUTION
v.)	OF COUNSEL AND ORDER APPROVING
)	PLAINTIFFS' REQUEST TO BE IN
)	PRO PER
CHURCH OF SCIENTOLOGY OF)	
CALIFORNIA, et al.,)	ORDER SETTING MOTION CUT-OFF
)	DATE
Defendants.)	
)	

IT IS HEREBY ORDERED:

The Court hereby VACATES the Orders approving substitution of attorney in pro per in place of Ford Greene for Plaintiffs VICKI J. AZNARAN and RICHARD N. AZNARAN (hereinafter "Plaintiffs") and the Order substituting Joseph A. Yanny as Plaintiffs' counsel, all filed July 1, 1991.

The aforementioned substitutions were approved as a routine matter by the Court's Staff in the Court's absence. The Court hereby finds that the approvals were issued in error. In light of Mr. Yanny's past legal representation of Defendants, the

1 Court hereby finds appointment of Mr. Yanny as Plaintiffs'
2 counsel inappropriate and highly prejudicial to Defendants in
3 this action. Therefore, the Court hereby ORDERS the Orders
4 approving substitution of attorney filed July 1, 1991 VACATED
5 and REINSTATES Ford Greene as Plaintiffs' counsel in this
6 action. The trial in this matter is set for October 15, 1991.
7 Should Plaintiffs' wish to substitute Ford Greene at this late
8 stage of the proceeding, the Court hereby ORDERS Plaintiffs and
9 their counsel to show cause by August 2, 1991 why such a
10 substitution is being sought.

11 In light of the foregoing, Defendants' ex parte application
12 for an order shortening time for hearing of the motion to
13 disqualify Plaintiffs' counsel is hereby rendered MOOT.

14 It is FURTHER ORDERED that August 19, 1991 is set as the
15 motion cut-off date in this action. All remaining motions in
16 this action are limited to 35 pages in length, excluding indices
17 and exhibits, and must be noticed no later than August 19, 1991

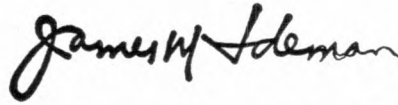
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1 and filed in a timely manner. No further motions will be heard
2 after that date absent a showing of good cause why the motion
3 could not be brought sooner.

4 IT IS SO ORDERED.

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6 DATED: July 22, 1991

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JAMES M. IDEMAN
United States District Judge

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